1. Conference Meeting Agenda

    Documents:

        CA 3.3.20.PDF

2. Public Meeting Agenda

    Documents:

        PM3.3.20.PDF

3. Resolution(S)

3.I. 40-20

    Documents:

        40-20 AUTHORIZING SERVICE AGREEMENT FOR GOOSE CONTROL TECHNOLOGY - 2020.PDF
        40-20 GTECH CONTRACT 2020.PDF

3.II. 41-20

    Documents:

        41-20 APPROVING TAX APPEAL SETTLEMENT WITH PLEASANTDALE CHATEAU CONFER. INC. RE BLOCK 177.12 LOT 60 EAGLE ROCK AVENUE.PDF

3.III. 42-20

    Documents:

        42-20 TAX COURT RESOLUTION 3.3.20.PDF
        42-20 SPREADSHEET.PDF

3.IV. 43-20

    Documents:

        43-20 RESOLUTION STREET LIGHTING PRIVATE COMMUNITIES.PDF

3.V. 44-20

    Documents:

        44-20 RAFFLE LICENSES 3.3.20.PDF

3.VI. 45-20

    Documents:

        45-20 AUTHORIZING SUBORDINATION OF MORTGAGE RE 11 ALAN STREET.PDF

45-20 EXHIBIT A - SUBORDINATION AGREEMENT.PDF

3.VII. 46-20

Documents:

46-20 AWARD DESIGN SERVICES NEW ROOFS FIRE HEADQUARTERS FIRE STATION NO.2 MUNICIPAL BUILDING.PDF

3.VIII. 47-20

Documents:

47-20 RESOLUTION AUTHORIZING LIBRARY TO SEEK GRANT.PDF

3.IX. 48-20

Documents:

48-20 RESOLUTION - GARAGE REIMBURSEMENT 2019 3.3.20.PDF
48-20 ATTACHMENT -GARAGE REIMBURSEMENT 2019.PDF
48-20 ATTACHMENT 2 -GARAGE REIMBURSEMENT 2019.PDF

3.X. 49-20

Documents:

49-20 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT TO RETAIN ASSOCIATED APPRAISAL GROUP 2020.PDF
49-20 EXHIBIT A.PDF

3.XI. 50-20

Documents:

50-20 RESOLUTION AUTHORIZING AGREEMENT WITH BLAU AND BLAU FOR COMMERCIAL TAX APPEALS - 2020.PDF
50-20 EXHIBIT A.PDF

3.XII. 51-20

Documents:

51-20 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT TO RETAIN CME ASSOCIATES_2020.PDF
51-20 EXHIBIT A.PDF

3.XIII. 52-20

Documents:

52-20 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT TO RETAIN JOSEPH M. WENZEL AS MUNICIPAL PROSECUTO_2020.PDF
52-20 EXHIBIT A.PDF

3.XIV. 53-20

Documents:

53-20 RESOLUTION AUTHORIZING PROFESSIONAL SERVCIES AGREEMENT WITH ELLEN OCONNELL AS HEARING OFFICER 2020.PDF
53-20 EXHIBIT A.PDF

3.XV. 54-20

Documents:

54-20 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH JOSEPH DEER ESQ. AS PUBLIC DEFENDE_2020.PDF
54-20 EXHIBIT A.PDF

3.XVI. 55-20

Documents:

55-20 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH KENNETH MCPHERSON ESQ. TO SERVE AS PLANNING BOARD ATTORNEY -2020.PDF

3.XVII. 56-20

Documents:

56-20 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH ALICE BEIRNE TO SERVE AS ZONING BOARD_2020.PDF
56-20 EXHIBIT A.PDF

3.XVIII. 57-20

Documents:

57-20 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH NW FINANCIAL FOR FINANCIAL CONSULTING SERVICES - 2020.PDF
57-20 EXHIBIT A.PDF

3.XIX. 58-20

Documents:

58-20 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH PHILLIPS PREISS GRYGIEL_2020.PDF
58-20 EXHIBIT A.PDF

3.XX. 59-20

Documents:

59-20 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH PKF OCONNOR DAVIS FOR AUDITING SERVICES - 2020.PDF
59-20 EXHIBIT A.PDF

3.XXI. 60-20

Documents:

60-20 RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENT WITH SHADE TREE DEPARTMENT LLC AS TOWNSHIP FORRESTER- 2020.PDF
60-20 EXHIBIT A.PDF

3.XXII. 61-20

Documents:

61-20 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH SCARINCI HOLLENBECK - 2020.PDF
61-20 EXHIBIT A (2).PDF

3.XXIII. 62-20

Documents:

62-20 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH SHIRLEY BISHOP AS AFFORDABLE HOUSING_2020.PDF
62-20 EXHIBIT A.PDF

3.XXIV. 63-20

Documents:

63-20 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH COMMUNITY ACTION SERVICES_2020.PDF
63-20 EXHIBIT A.PDF

3.XXV. 64-20

Documents:

64-20 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH ROBERT DEFILIPPIS DVM FOR VETERINARY SUPERVISION SERVICES - 2020.PDF
64-20 EXHIBIT A.PDF

3.XXVI. 65-20

Documents:

65-20 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH WAYNE DEFEO FOR ENVIRONMENTAL CONSU_2020.PDF
65-20 EXHIBIT A.PDF

3.XXVII. 66-20

Documents:

66-20 RESOLUTION ABANDONED CARS 3.3.20.PDF

3.XXVIII. 67-20

Documents:

67-20 RESOLUTION - APPROVING TAX APPEAL SETTLEMENT WITH 640 EAGLE ROCK LLC RE BLOCK 154 LOT 14 642 EAGLE ROCK AVENUE.PDF

3.XXIX. 68-20

Documents:

68-20 DUPLICATE PAYMENT TAX RESOLUTION 1STQTR2020.PDF

3.XXX. 69-20

Documents:

69-20 RESOLUTION_BOND COUNSEL_MSB_02262020.PDF
69-20 AGREEMENT - MCMANIMON SCOTLAND AS BOND COUNSEL 2020.PDF

3.XXXI. 70-20

Documents:

70-20 RESOLUTION_MSB REDEVELOPMENT COUNSEL.PDF
70-20 AGREEMENT.PDF

3.XXXII. 71-20

Documents:

71-20 RESOLUTION_TOWNSHIP ATTORNEY APPT..PDF
71-20 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT TO RETAIN HENDRICKS 2020.PDF

3.XXXIII. 72-20

Documents:

72-20 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT TO RETAIN HENDRICKS 2020.PDF

3.XXXIV. 73-20

Documents:

73-20 RESOLUTION TO AWARD A CONTRACT TO RING CENTRAL.PDF
73-20 PHONE SYSTEM ANALYSIS (002).PDF
73-20 EXHIBIT B - RING AWARD.PDF
73-20 EXHIBIT A - RING AWARD.PDF

3.XXXV. 74-20

Documents:

74-20 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL

SERVICES AGREEMENT WITH ALLIED RISK MANAGEMENT_2020.PDF
74-20 EXHIBIT A.PDF

3.XXXVI. 75-20

Documents:

75-20 RESOLUTION AUTHORIZING AGREEMENT WITH BOURNE NOLL KENYON (E MATTHEWS) AS SPECIAL TAX COUNSEL 2020.PDF
75-20 EXHIBIT A.PDF

3.XXXVII. 76-20

Documents:

76-20 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH FOX ROTHSCHILD FOR LAB_2020.PDF
76-20 EXHIBIT A.PDF

3.XXXVIII. 77-20

Documents:

77-20 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH FOX ROTHSCHILD FOR LAB_2020.PDF
77-20 EXHIBIT A.PDF

3.XXXIX. 78-20

Documents:

78-20 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH HARVEY GROSSMAN ESQ TO SERVE AS PUBLIC ADVOCATE 2020.PDF
78-20 EXHIBIT A.PDF

4. Ordinance(S) On First Reading

4.I. 2598-20

Documents:

2598-20 HISTORIC PRESERVATION COMMISSION COUNCIL LIAISON ORDINANCE.PDF

4.II. 2599-20

Documents:

2599-20 ORDINANCE POLICE DEPARTMENT PERSONNEL.PDF
2599-20 ATTACHMENT 1.PDF
2599-20 ATTACHMENT 2.PDF
2599-20 ATTACHMENT 3.PDF
2599-20 ATTACHMENT 4.PDF

4.III. 2600-20

Documents:

2600-20 ORDINANCE - STOP AT WALKER RD AND BURNETT TERR.PDF

4.IV. 2601-20

Documents:

2601-20 AMENDMENT TO CHAPTER 7-TRAFFIC SPEED LIMITS.PDF

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, March 3, 2020

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 31, 2019 and published in the West Orange Chronicle on November 7, 2019.

Roll Call – Councilman Guarino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Casalino, Mayor Parisi

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6:30 P.M

- **Proclamation – Recognizing Registered Dietician Month**
- **Montclair State University - Colon Cancer Awareness – Jane Rubino**
- **Update – Redevelopment**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
March 3, 2020

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 31, 2019, and published in the West Orange Chronicle on November 7, 2019.

Statement of Decorum
In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)

Roll Call – Councilman Guarino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Casalino (Mayor Parisi)

1. **Pledge of Allegiance**

2. **Public Comment**

3. ***Consent Agenda**

4. ***Approval of Minutes of Previous Meeting –** Public Meeting February 18, 2020

5. ***Report of Township Officers - None**

6. ***Reading of Petitions and Communications and Bids – None**

7. ***Bills**

8. ***Resolutions**

a. 40-20 Resolution Authorizing the Township to Enter into and Execute an Agreement with Goose Control Technology for the Calendar Year 2020, at a Rate of $3,000. for Implementation of a Nuisance Related Geese Control Program (DeNova)

b. 41-20 Resolution Approving Proposed Tax Appeal Settlement with Pleasantdale Chateau (Legal-Trenk)

c. 42-20 Resolution Authorizing the Collector of Taxes to Rebate the Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Gagliardo)

d. 43-20 Resolution Authorizing Financial Reimbursement to Twenty-One Private Communities for the Costs of Street Lighting Pursuant to the Municipal Services Act (Lepore)

e. 44-20 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

f. 45-20 Resolution Authorizing the Subordination of Mortgage on the Property at 11 Alan Street to Allow the Owner of the Property to Obtain a Home Equity Line of Credit (Legal-Maier)

g. 46-20 Resolution Authorizing a Professional Services Contract with Herbst Musciano, 611 Main Street, Second Floor, Boonton, New Jersey 07005 to Provide Professional Architectural Services for New Roofs at Fire Headquarters, Fire Station No.2 and the Municipal Building for a Fee NTE $45,636.00. (Lepore)

h. 47-20 Resolution Authorizing and Endorsing Grant Application Under the NJ Library Construction Bond Act (Legal-Trenk)

i. 48-20 Resolution Authorizing Reimbursement Costs for Private Garbage Collection for the Period of January 1, 2019 through December 31, 2019 to Private Home Owner Associations/Individuals (Gross)

j. 49-20 Resolution Authorizing the Retention of Associated Appraisal Group, 6 Commerce Drive, 3rd Floor, Cranford, NJ to Provide Appraisal Services to the Township of West Orange's Tax Department for the Period of January 2, 2020 – December 31, 2020 in the Amount NTE $60,000. (Legal-Maier)

k. 50-20 Resolution Authorizing a Professional Services Agreement with Blau and Blau for appointment as Commercial Real Estate Tax Appeal Special Counsel for the Period of January 1, 2020 through December 31, 2020 on a Flat Fee Basis of $6,000 per Month. (Legal-Maier)
This resolution authorizes the execution of a professional services agreement with Blau and Blau whereby Blau and Blau will serve as Commercial Real Estate Tax Appeal Special Counsel for 2020. Pursuant to the terms of the professional services agreement, Blau and Blau will be paid on monthly rate of $6,000.

l. 51-20 Resolution Authorizing a Professional Service Agreement with CME Associates, 3151 Bordentown Avenue. Parlin, NJ 08859-1162 (Legal-Maier)
This resolution authorizes the Township to retain CME Associates to provide Engineering Services for the Township in 2020.

m. 52-20 Resolution Authorizing the Execution of a Professional Services Agreement with Joseph Wenzel, Esq. to Serve as the Township's Municipal Prosecutor the for the Period January 1, 2020 through December 31, 2020 at the Rate of $1,000. Per Week. (Legal-Maier)
This resolution authorizes the execution of a professional services agreement with Joseph Wenzel, Esq. whereby Mr. Wenzel will serve as the Municipal Prosecutor for 2020. Pursuant to the terms of the professional services agreement, Mr. Wenzel will be paid at a weekly rate of $1,000.

n. 53-20 Resolution Authorizing a Professional Services Agreement with Ellen O'Connell of Inglesino, Webster, Wyciskala & Taylor, LLC, 600 Parsippany Rd., Suite 204, Parsippany, NJ for Appointment as Hearing Officer for the Period of January 1, 2020 through December 31, 2020 at an Hourly Rate of $175.00. (Legal-Maier)
This Resolution would authorize the execution of a professional services agreement with Ellen O'Connell, Esq. of Inglesino Webster, whereby Ms. O'Connell would serve in the capacity of Hearing Officer for the calendar year 2020 at an hourly rate of $175.

o. 54-20 Resolution Authorizing a Professional Services Agreement with Joseph A. Deer, Esq. to serve as the Municipal Public Defender for the Township of West Orange for the Period of January 1, 2020 through December 31, 2020 at the Rate of $350.00 Per Session. (Legal-Maier)
This resolution authorizes the execution of a professional services agreement with Joseph A. Deer, Esq. whereby Mr. Deer will serve as the Public Defender for 2020. Pursuant to the terms of the professional services agreement, Mr. Deer will be paid at a rate of $350 per Court session.

p. 55-20 Resolution Authorizing a Professional Services Agreement with Kenneth D. McPherson, III, Esq. to serve as the Planning Board Attorney for the Township of West Orange for the Period of March 1, 2020 through December 31, 2020 at the rates specified in the agreement (Legal-Maier)
This resolution authorizes the execution of a professional services agreement with Kenneth D. McPherson, III**, Esq. whereby Mr. McPherson will serve as the Planning Board Attorney for 2020, pursuant to the terms of the professional services agreement.**

q. 56-20 Resolution Authorizing a Professional Services Agreement with Alice Beirne, Esq., 111 Northfield Avenue, Suite 202, West Orange, NJ for appointment as Zoning Board Attorney for the Period of January 1, 2020 through December 31, 2020 (Legal-Maier,)
This resolution authorizes the execution of a professional services agreement with Alice Beirne, Esq. whereby Ms. Beirne will serve as the Zoning Board Attorney for 2020, pursuant to the terms of the professional services agreement.

r. 57-20 Resolution Authorizing a Professional Services Agreement with NW Financial Group, LLC to Provide Financial Consulting Services. (Legal-Maier)
This resolution would authorize the execution of a professional services agreement with NW Financial Group, LLC ("NW"), whereby NW would provide financial consulting services for the calendar year 2020 at the rates specified in the agreement.

s. 58-20 Resolution Authorizing a Professional Services Agreement with Phillips Preiss Grygiel as to Paul Grygiel's Reappointment as the Township's Planning Director for 2020 (Legal-Maier)
This resolution authorizes the execution of a professional services agreement with Phillips Preiss Grygiel Leheny Hughes, LLC to continue the retention of Paul Grygiel as the Township's Municipal Planning Director for 2020, pursuant to the terms of the agreement.

t. 59-20 Resolution Authorizing a Professional Services Agreement with PKF O'Connor Davies, 293 Eisenhower Parkway, Livingston, NJ for appointment as the Township Auditor for the Period January 1, 2020 through December 31, 2020 at the Rate of $54,000 per Audit. (Legal-Maier)
This resolution would authorize the execution of a professional services agreement with PKF O'Connor Davies ("PKF"), whereby PKF would provide auditing services for the calendar year 2020 at $55,000 per audit.

u. 60-20 Resolution Authorizing a Professional Services Agreement with The Shade Tree Department, LLC, P.O. Box 6089, West Orange, NJ for appointment as the Township Forrester for the Period of January 1, 2020 through December 31, 2020 at an Hourly Rate of $85. (Legal-Maier)
This Resolution would authorize the execution of a professional services agreement with Shade Tree Department, LLC ("Shade Tree"), whereby Shade Tree would provide forestry services for the calendar year 2020 at the hourly rate of $85.

v. 61-20 Resolution Authorizing a Professional Services Agreement with Scarinci Hollenbeck, LLC, 1100 Valley Brook Avenue, Lyndhurst, NJ to Serve as Labor Counsel for the Period of January 1, 2020 through December 31, 2020 at an Hourly Rate of $150.00. (Legal-Maier)
This resolution would authorize execution of a professional services agreement with Scarinci Hollenbeck, LLC ("SL"), whereby SL would service in the capacity of Labor Counsel for the calendar year 2020 at an hourly rate of $150.

w. 62-20 Resolution Authorizing a Professional Services Agreement with Shirley Bishop, P.P. to Serve as Affordable Housing Consultant to the Township of West Orange for the Period of January 1, 2020 through December 31, 2020 at an Hourly Rate of $175.00. (Legal-Maier)
This resolution would authorize the execution of a professional services agreement with Shirley Bishop, P.P., whereby Ms. Bishop would serve as the Township's Affordable Housing Consultant for the calendar year 2020 at an hourly rate of $175.

x. 63-20 Resolution Authorizing a Professional Services Agreement with Community Action Services, P.O. Box 6025, East Brunswick, NJ to Provide Housing Rehabilitation Services to the Township for the Period of January 1, 2020 through December 31, 2020 (Legal-Maier)
This resolution would authorize the execution of a professional services agreement with Community Action Services ("CAS"), whereby CAS would provide housing rehabilitation services for the calendar year 2020 at $3,300 per single-family unit and $8,500 per multi-family unit.

y. 64-20 Resolution Authorizing the Township to Execute a Professional Services Agreement with Dr. Robert DeFilippis, D.V.M., Roseland Animal Care for the Provision of Veterinary Supervision Services for the Period of January 1, 2020 through December 31, 2020 at a Rate of $8,532.00 (Legal-Maier)

z. 65-20 Resolution Authorizing a Professional Services Agreement with Wayne DeFeo, 15 Washington Valley Road, Somerset, NJ to Serve as the Environmental Compliance Officer for the Period January 1, 2020 through December 31, 2020. (Legal-Maier)
This resolution would authorize the execution of a professional services agreement with Wayne DeFeo, whereby Mr. DeFeo would serve as the Township's Environmental Compliance Officer for the calendar year 2020 at the rates specified in the agreement.

aa. 66-20 Resolution Authorizing the Auction of Abandoned Vehicles (DeSantis)

bb. 67-20 Resolution Approving Tax Appeal Settlement with 640 Eagle Rock, LLC for Property Located at 642 Eagle Rock Avenue, Block 154, Lot 14 (Legal-Trenk)

cc. 68-20 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to An Overpayment of Taxes Due to a Duplicate Payment (Gagliardo)

dd. 69-20 Resolution Authorizing the Execution of a Professional Services Agreement with McManimon, Scotland and Baumann, LLC to Serve as Bond Counsel for the Township for the Period of January 1, 2020 through December 31, 2020 (Legal-Kayser)
This resolution authorizes the execution of a professional services agreement with McManimon, Scotland and Baumann, LLC ("McManimon") whereby McManimon will serve as the Bond Counsel for 2020 at the rates specified in the agreement.

ee. 70-20 Resolution Authorizing the Execution of a Professional Services Agreement with McManimon, Scotland and Baumann, LLC to Serve as Redevelopment Counsel for the Township for the Period of January 1, 2020 through December 31, 2020 (Legal-Kayser)
This resolution authorizes the execution of a professional services agreement with McManimon, Scotland and Baumann, LLC ("McManimon") whereby McManimon will serve as the Redevelopment Counsel for 2020 at the rates specified in the agreement.

ff. 71-20 Resolution Authorizing the Execution of a Professional Services Agreement with Richard Trenk, Esq. of McManimon, Scotland and Baumann, LLC to Serve as Township Attorney, and other Members and Associates of the McManimon, Scotland and Baumann, LLC, to Assist Him at his Direction and at No Additional Cost for Non Litigated Matters and for which the Firm is not hired as Special Counsel for 2020 at the rates specified in the agreement (Legal-Kayser)

gg. 72-20 Resolution Authorizing a Professional Service Agreement with Hendricks Appraisal Company, Inc., 7 Hutton Avenue, West Orange, NJ to Provide Appraisal Services to the Township for the Period of January 1, 2020 through December 31, 2020 at an Hourly Rate of $150. (Legal-Maier)
This resolution would authorize the execution of a professional services agreement with Hendricks Appraisal Company, LLC ("Hendricks"), whereby Hendricks would provide appraisal services for the calendar year 2020 the rates specified in the agreement.

hh. 73-20 Resolution to Award a contract to Ring Central, Inc. for Telecommunication Services (DeSantis)

ii. 74-20 Resolution Authorizing a Professional Services Agreement with Allied Risk Management Services as Risk Management Consultant for the West Orange Insurance Fund Commission for the Period January 1, 2020 through December 31, 2020 (Legal-Maier)
This resolution authorizes the execution of a professional services agreement with Allied Risk Management Services ("ARMS") whereby ARMS will provide Risk Management Consultant Services for the West Orange Insurance Fund Commission for 2020.

jj. 75-20 Resolution Authorizing a Professional Services Agreement with Bourne, Noll and Kenyon to Serve as Residential Real Estate Tax Appeal Special Counsel for the Period of January 1, 2020 through December 31, 2020 on a Flat Fee Basis of $3,250 per Month. (Legal-Maier)
This resolution authorizes the execution of a professional services agreement with Bourne, Noll and Kenyon whereby Bourne, Noll and Kenyon will serve as Residential Real Estate Tax Appeal Special Counsel for 2020. Pursuant to the terms of the professional services agreement, Bourne, Noll and Kenyon will be paid on monthly rate of $3,250.

kk. 76-20 Resolution Authorizing a Professional Services Agreement with Ken Kayser, Esq. to Serve as Assistant Township Attorney for the Term Beginning January 1, 2020 through December 31, 2020 at an Annual Rate of $31,500. (Legal-Maier)

This resolution authorizes the execution of a professional services agreement with Ken Kayser, Esq. whereby Mr. Kayser will serve as the Assistant Township Attorney for 2020. Pursuant to the terms of the professional services agreement, Mr. Kayser will be paid an annual rate of $31,500.

ll. 77-20 Resolution Authorizing a Professional Services Agreement with Fox Rothschild, LLP, 75 Eisenhower Parkway, Suite 200, Roseland, NJ to Serve as Labor Counsel for the Period of January 1, 2020 through December 31, 2020 at an Hourly Rate of $175.00. (Legal-Maier)
This resolution would authorize execution of a professional services agreement with Fox Rothschild, LLP ("FR"), whereby FR would serve as Labor Counsel for the calendar year 2020 at an hourly rate of $175.

mm. 78-20 Resolution Authorizing the Professional Services Contract with Harvey Grossman, Esq. for appointment as the Township's Public Advocate for a One Year Term from January 1, 2020 through December 31, 2020 at a Rate of $3,500. per Year; and $250 per Meeting to Prepare and Attend all Meetings that Require a Special Advocate Pursuant to Chapter 2, Subsection 9.5 (Legal-Maier)

9. Ordinances on Second and Final Reading-None

10. Ordinances on First Reading

a. **2598-20** An Ordinance Amending and Supplementing Chapter XXV, Section 25-30.2 of the Revising General Ordinances of the Township of West Orange Entitled "Historic Preservation Commission", Subsections a. and b. To Add a Council Liaison as an Ex Officio Non-Voting Member (Legal-Kayser)

b. **2599-20** An Ordinance Amending Chapter 2, Section 14.2 of the Revised General Ordinances of the Township of West Orange (Police Department) (Legal-Trenk)

c. **2600-20** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-19 Through Streets and 7-21 Multiway Stop Intersection of the Revised General Ordinances of the Township of West Orange (Lepore)

d. **2601-20** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-29.1 Speed Limits in General of the Revised Ordinances of the Township of West Orange (Legal-Trenk)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing - None

13. Adjournment

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Agenda is subject to change.

40-20
March 3, 2020

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") currently has a contract with G-Tech, which entity is now known as Goose Control Technology of NJ Inc. ("Goose Control Technology"), for the control of nuisance-related Canada geese and related health issues at Degnan Park, Stagg Field and the Oskar Schindler Performing Arts Center (the "Sites"), and

WHEREAS, Goose Control Technology has been providing these services to the Township for more than fifteen (15) years; and

WHEREAS, the Township desires to retain Goose Control Technology for the year 2020 to provide goose egg treatment at the three (3) Sites for $2,500, and to coordinate a volunteer nest site identification program for a flat rate of $500, if enacted, for a total contract amount not to exceed $3,000, as set forth in the Service Agreement annexed hereto as Exhibit **"A"** (the "Agreement"); and

WHEREAS, the Township Engineer and the Health Officer reports that Goose Control Technology has performed in a satisfactory manner in the past; and

WHEREAS, the contract price set forth in the Agreement falls below the bid threshold, the award of the Agreement is exempt from the requirements of the Local Public Contracts Law.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and hereby is authorized to execute the annexed agreement with Goose Control Technology for a term of one (1) year during 2020 and at a rate of $3,000 for the services as described herein and in the annexed agreement.

_____ _____

Karen J. Carnevale, R.M.C
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds available from 01-2010-00-7101-200

_____

John O. Gross, Chief Financial Officer

2020 GOOSE CONTROL TECHNOLOGY
A Division of Animal Damage Control Systems Inc.

SERVICE AGREEMENT - CALENDER YEAR 2020

THIS AGREEMENT ("Agreement") is made as of January_____, 2020, between **the Township of West Orange ("Client," or the "Township")** whose address is **66 Main Street West Orange, NJ 07052,** and **Goose Control Technology ("Consultant" or "Contractor").**

In consideration of the mutual covenants contained in this agreement, Client and Contractor agree as follows:

1. **Services.** Consultant agrees to provide Client with the services necessary to legally abate and control nuisance-related Canada geese problems at all Township park properties (the "Properties"). Contractor agrees to perform such services under the terms and conditions set forth in this contract.

2. **Compliance with Law.** Consultant shall be responsible for obtaining a permit, on behalf of the Client, from the United States Fish and Wildlife Service ("USFWS"), or any other state or local permitting authority, if required. Said permit(s) shall authorize the Client as the permit holder, to engage in the lawful control, management and/or removal of Canada geese located on the Properties. Upon the issuance of the permit(s), Client shall be solely responsible for the permit(s) and shall keep same on the premises at all times. Contractor will provide all relevant records and information necessary for Client to maintain the permit(s) and ensure compliance of same. Consultant's failure to obtain said permit(s) on behalf of the Client for reasons beyond the control of the Consultant shall not be deemed a breach of the terms and conditions of this Contract, but this Agreement shall terminate and Consultant shall promptly return any fee received.

3. **Duties.** Contractor agrees to perform any and all services, pursuant to the terms of the permit(s) and all applicable federal, state and local regulatory guidelines, necessary to reduce and or eliminate the Canada geese population from the subject Properties. These services may include harvest management programs, habit management programs, hazing/harassment programs, nest treatment and, if deemed appropriate, removal and lawful disposal of Canada geese. Contractor shall provide all equipment, materials and personnel necessary to facilitate any and all of these services. Upon Consultant's on-site evaluation, the parties agree that the specific services to be provided in this Contract are as follows:

Egg treatment @ 3 sites (eggs to be oiled) $2,500
Permit facilitation/record keeping – no fee
Volunteer Management for nest identification - $500

4. **Term.** The duration of this Agreement shall be for one year commencing on the date of execution, or as the parties to this Agreement shall otherwise agree.

5. **Compensation.** As compensation for the services performed under this Agreement, the Client shall pay Contractor the total sum of $2,500.00 for permit processing and egg treatment, and volunteer management (the "Fee"). Fifty percent (50%) of the Fee shall be paid upon the execution of this Agreement and the balance upon completion of services along with volunteer management cost, if applicable.

6. **Access and Security.** Client agrees that Consultant shall have reasonable access to the Properties for the purpose of performing such services as described herein. Client agrees to provide the security necessary to enable Contractor to perform its services and shall take all reasonable steps to prevent any interference by third parties in the abatement program. In the event that the Contractor cannot perform its services as a result of third party interference and through no fault of either party, Contractor shall be entitled to payment of one-half of the total sum of compensation due under the contract as provided in paragraph 5 of this Agreement.

7. **Force Majeure.** Except as otherwise provided in this Agreement, neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes, or other industrial disturbances, accidents, war, acts of God or other causes beyond the reasonable control of the parties, including changes in the law concerning Canada geese control and abatement activities.

8. **Warranties and Representations**. Contractor agrees to provide conscientious, competent and diligent services and will take all reasonable and lawful steps to effectively abate the nuisance-causing geese. However, Contractor does not and cannot warrant any result or final outcome for the services that it performs herein.

9. **Relationship of Parties.** The parties intend that Contractor, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while Contractor is under contract with the Client. Contractor is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that Client may provide for its employees.

10. **Liability.** Contractor shall take all precautions necessary for the safety of and prevention of damage to property on the Properties and for the safety of and prevention of injury to persons, including Client's employees, Contractor's employees and third persons, on the Properties. All work shall be performed entirely at Contractor's risk. Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to Client.

Consultant shall name the Client as an additional insured on any insurance policies in place. Consultant also agrees to release, indemnify and hold harmless the Client from any losses for bodily injury and/or property damage, including attorneys fees and expenses, arising out of or in any manner resulting from the services to be performed by the Consultant.

Goose Control Technology

S.J. Toth Jr.

Dated:_____, 2020.

BY: S.J. Toth, Jr.
Principal Operating Officer

Township of West Orange

Karen Carnevale, Township Clerk

BY: Mayor Robert D. Parisi

Dated:_____, 2020

41-20
March 3, 2020

RESOLUTION

WHEREAS, pursuant to the New Jersey Statutes Annotated, Title 54, the Township of West Orange (the "Township") seeks to equitably and legally allocate real estate tax assessments among its properties; and

WHEREAS, pursuant to Resolution of the Township Council, the Township has retained Charles Blau, Esq. of Blau & Blau ("Special Tax Appeal Counsel") to defend commercial property tax appeals; and

WHEREAS, Pleasantdale Chateau & Confer. Inc. is the property owner of Block 177.12, Lot 60, located at Eagle Rock Avenue (the "Property Owner"); and

WHEREAS, the Property Owner has challenged the assessment for tax years 2014, 2015, 2016, 2017, 2018, and 2019; and

WHEREAS, David B. Wolfe, Esq. appeared on behalf of the Property Owner; and

WHEREAS, the Property Owner and Township have evaluated the assessments and agreed to a proposed settlement which is recommended by the Township's Special Tax Appeal Counsel; and

WHEREAS, the Law Department recommends approval of this settlement.

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Stipulation of Settlement annexed hereto as Exhibit **"A"** be and is hereby approved; and

IT IS FURTHER RESOLVED that Charles Blau, Esq. as Special Tax Appeal Counsel be and is hereby authorized to enter into the Stipulation of Settlement and take all necessary and appropriate steps to effectuate the settlement; and

IT IS FURTHER RESOLVED that the Tax Assessor be and is hereby authorized to take all steps necessary and appropriate to effectuate the settlement.

_____ _____

Karen J. Carnevale, R.M.C.
Township Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

42-20
March 3, 2020

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REBATE PAYMENT TO THE LISTED TAXPAYER PURSUANT TO FINAL JUDGMENT BY THE TAX COURT OF NEW JERSEY

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years stated;

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 shall be conclusive and binding upon the municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid or applied to the said taxpayers the sums in full and final satisfaction to tax rebates due:

LIST ATTACHED

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from Account No.: _____

_____

John Gross, Chief Financial Officer

Adopted: March 3, 2020

TAX COURT JUDGMENTS
42-20

TAX YEAR	DATE	BLOCK	LOT	QUAL	OLD VALUE	NEW VALUE	DIFFERENCE	TX RATE	REFUND AMOUNT
2018	1/31/2020	125.05	6		800000	700000	100000	0.04038	$4,038.00
2019	1/31/2020	125.05	6		800000	700000	100000	0.04161	$4,161.00
2019	1/17/2020	154.06	21		950000	850000	100000	0.04161	$4,161.00
								TOTAL	**$12,360.00**

43-20
March 3, 2020

R E S O L U T I O N

WHEREAS, on December 21, 1993 the Township of West Orange adopted Ordinance No. 1230-93 which authorized the Township to reimburse qualified private communities for the yearly cost of Street Lighting commencing with 1993; and

WHEREAS, there is attached hereto a report of the Township Engineer, recommending reimbursement for 2019 street lighting costs to twenty one (21) qualified private communities which are condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1230-93 and codified as West Orange Revised General Ordinance No. 2-71 or in accordance with an Agreement between the private Community and the Township; and

WHEREAS, the Township of West Orange wishes to reimburse said qualified communities as set forth in the aforementioned report of the Township Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private communities listed on the attached report of the Township Engineer Leonard R. Lepore, be reimbursed, as set forth therein, for 2019 Street Lighting Costs.

BE IT FURTHER RESOLVED that the Township Business Administrator and/or Comptroller issue the appropriate checks to comply with this Resolution as soon as is feasible.

_____ _____

Karen J. Carnevale, R.M.C., Municipal Clerk **Michelle Casalino, Council President**

Adopted: March 3,2020

I hereby certify funds are available from Account No. 01-2010-00-9501-148

_____

John Gross, Chief Financial Officer

2019 STREET LIGHTING REIMBURSEMENT
TO QUALIFIED PRIVATE COMMUNITIES

Private Community	Road Length L.F.	Miles	No of Lights	Amount per Light	Amount to Be Reimbursed
The Woodlands	4,450	0.843	28	$117.00	$3,276.00
Eagle Rock Cooperative	550	0.104	6	$117.00	$702.00
West Essex Highlands	13,167	2.494	78	$117.00	$9,126.00
Crystal Woods	5,275	0.999	85	$117.00	$9,945.00
Llewellyn Park *	47,520	9.0	396	$117.00	$30,589.99
Eagle Ridge	13,135	2.488	84	$117.00	$9,828.00
Essex Green Villas	1,800	0.341	17	$117.00	$1,989.00
Hilton Head North	600	0.114	5	$117.00	$585.00
Hilltop Villas	1,300	0.246	11	$117.00	$1,287.00
Crown View Manor	1,800	0.341	20	$117.00	$2,340.00
Briar Hill Villas	1,000	0.189	12	$117.00	$1,404.00
Scenic Hills	8,985	1.702	60	$117.00	$7,020.00
Carriage House Condominium	700	0.133	6	$117.00	$702.00
Crestmont Gardens	600	0.114	5	$117.00	$585.00
Llewellyn Gates Associates	1,200	0.227	10	$117.00	$1,170.00
Normandie Estates	1,425	0.270	8	$117.00	$936.00
Forest Creek	1,391	0.263	9	$117.00	$1,053.00
Crown View Villas	1,425	0.270	20	$117.00	$2,340.00
The Point at Crystal Lake	3,724	0.705	28	$117.00	$3,276.00
Bel Air	13,390	2.536	59	$117.00	$6,903.00
Vizcaya	2,369	0.447	67	$117.00	$7,839.00
TOTALS		**23.826**	**1014**		**$102,895.99**

*Llewellyn Park amount reflects actual costs incurred by Llewellyn Park for street lighting

44-20
March 3, 2020

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

Organization	**Date of Event**	**Place**	**RL No.**
Breaking the Chain Through Education Off Premise Merchandise	May 6, 2020	350 Pleasant Valley Way	7670
PAL West Orange, Inc. Casino Night	April 4, 2020	424 Main Street	7671

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

45-20
March 3,2020

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by William and Beverly Brister (the "Owner") residing at 11 Alan Street, West Orange, New Jersey, Block 146, Lot 70 (the "Property"), in the amount of Twenty Thousand Dollars ($20,000.00), which was dated October 10, 2008 and recorded in the Essex County Register's Office on November 19, 2008 in Book 12167, Page 6753 (the "WOHRP Mortgage"); and

WHEREAS, there is a first mortgage on the Property held by Chase Bank in the outstanding amount of Two-Hundred Ninety-Five Thousand, Four-Hundred Sixty-Two Dollars and Six Cents ($295,462.06) (the "First Mortgage") at an interest rate of 5%; and

WHEREAS, the Owners desire to obtain a home equity line of credit from Proponent Federal Credit Union ("Proponent") in the amount of Nineteen Thousand, Six Hundred Dollars ($19,600), with an interest rate of Proponent's prime rate plus 0.50% (the "Second Mortgage"); and

WHEREAS, the Owners have requested that the Township of West Orange subordinate the WOHRP Mortgage to the Second Mortgage; and

WHEREAS, the appraised value of the property is $355,000; and

WHEREAS, based on the amount of the Second Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage, annexed hereto as Exhibit **"A,"** in favor of Proponent with respect to the Property and the Owners; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Township Clerk	**Council President**

Adopted: March 3, 2020

EXHIBIT “A”

MORTGAGE SUBORDINATION AGREEMENT

Prepared By:
Township of West Orange

THE AGREEMENT is made the _____ day of _____, 2020 by the Township of West Orange, whose address is 66 Main Street, West Orange, NJ 07052 (The Subordinating Party), and is being given to Proponent Federal Credit Union (The Lender) whose address is 536 Washington Avenue, Nutley, New Jersey 07110

PRESENT MORTGAGE/ DEED OF TRUST. At the present time the Township of West Orange holds a mortgage (referred to as the present mortgage) for the maximum amount of $20,000. The present mortgage is dated 10/10/2008, and was made by Beverly Brister and William Brister to the Township of West Orange. Township of West Orange also has a Note for payment that is secured by its present mortgage. This Mortgage covers property at 11 Alan Street, West Orange, located in the County of Essex in the State of New Jersey. This Mortgage was recorded on 11/19/2008 in the Office of the County Recording Offices of Essex County in Book 12167 Page(s) 6753. The original amount of this present Mortgage was $20,000.

NEW MORTGAGE. The Lender is about to make a new mortgage loan in the principal amount not to exceed $19,600 which will be secured by a mortgage (referred to as the "new mortgage") covering the same property as the present mortgage.

SUBORDINATION. It is the intention of the parties that the present mortgage will be subject, and subordinate to the new mortgage including any renewal or extension of the new mortgage.

CONTINUING EFFECT. This Subordination shall only affect the priority of the present mortgage. The present mortgage shall remain in full force and effect in all other respects.

BINDING EFFECT. This Subordination Agreement shall be binding upon the Township of West Orange and its successors and/or assigns.

Witness: Township of West Orange

By:_____ By:_____

STATE OF NEW JERSEY :
: SS.:
COUNTY OF _____:

I certify that on the _____day of _____, before me the undersigned, a Notary Public in and for the County named above, personally appeared _____who is personally known to me and who being duly sworn did say that he/she is authorized to execute this Subordination Agreement on behalf of the Township of West Orange by authority granted by its Board of Directors and he/she has acknowledged the execution of this Subordination Agreement to be the voluntary act and deed of the Township of West Orange.

_____

February 21, 2020

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **REQUEST FOR PROPOSAL**
PROFESSIONAL DESIGN SERVICES
ARCHITECTURAL SERVICES NEW ROOFS
FIRE HEADQUARTERS, FIRE STATION NO.2,
MUNICIPAL BUILDING

Mayor Parisi, Council President Casalino and Council Members:

By letter dated February 3, 2020, I requested proposals from five architectural firms to provide Professional Design Services for New Roofs for Fire Headquarters, Fire Station No.2, and the Municipal Building. Those firms responded to the Township's Request for Qualifications. Of the five only three submitted a proposal: Herbst Musciano of Boonton, New Jersey, Netta Architects of Mountainside, New Jersey, and Settembrino Architects of Red Bank, New Jersey. PS&S of Warren, New Jersey and Arcari + Iovino Architects PC of Little Ferry, New Jersey did not respond. A copy of the RFP and the responses of Herbst Musciano, Netta Architects and Settembrino Architects are enclosed.

Based on the review of the proposals, all three firms were responsive to the proposal. However, the fees of Herbst Musciano are much lower than those of Netta Architects and Settembrino Architects: $45,636.00, $70,000.00 and $79,500.00 respectively. Consequently, I recommend a Professional Services Contract be awarded to the firm of Herbst Musciano, 611 Main Street, Second Floor, Boonton, New Jersey 07005 to provide professional architectural and engineering services in accordance with their proposal dated February 19, 2020 for a fee not to exceed $45,636.00. They provided architectural services for West Orange on other projects, and their work is very good.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb
cc: John K. Sayers
John Gross
Gary Musciano

46-20
March 3, 2020

RESOLUTION

WHEREAS, the Township of West Orange requested proposals from five (5) architectural firms to provide professional services for Architectural Services New Roofs for Fire Headquarters, Fire Station No.2 and the Municipal Building; and

WHEREAS, the services of an architectural firm are required to provide the necessary professional Design Services for New Roofs at Fire Headquarters, Fire Station No.2 and the Municipal Building; and

WHEREAS, Herbst Musciano of Boonton, New Jersey, Netta Architects of Mountainside, New Jersey, and Settembrino Architects of Red Bank, New Jersey responded to the Request for Proposal; and

WHEREAS, all three firms were responsive to the Township's Request for Qualifications; and

WHEREAS, Herbst Musciano, of Boonton, New Jersey submitted a proposal dated February 19, 2020 to provide professional services for Architectural Services New Roofs at Fire Headquarters, Fire Station No.2 and Municipal Building for a fee not to exceed $45,636.00; and

WHEREAS, the fee proposal of Herbst Musciano was less than the fee proposals of Netta Architect: $70,000.00 and Settembrino Architects: $79,500.00; and

WHEREAS, the proposal of Herbst Musciano is acceptable to the Municipal Engineer; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Township be and hereby authorized to enter into a Professional Services Contract with Herbst Musciano, 611 Main Street, Second Floor, Boonton, New Jersey 07005 to provide Professional Architectural Services for New Roofs at Fire Headquarters, Fire Station No.2 and the Municipal Building for a fee not to exceed $45,636.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within 10 days of approval in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

_____ _____

KAREN CARNEVALE, R.M.C., MUNICIPAL CLERK **MICHELLE CASALINO, COUNCIL PRESIDENT**

Adopted: March 3, 2020

I hereby certify funds are available from ACCOUNT NO. 03 2507 17 0100 010, 2017 Capital Budget, $45,636.00

_____

JOHN GROSS, CHIEF FINANCIAL OFFICER

47-20
March 3, 2020

RESOLUTION

WHEREAS, on December 18, 2019, the Township Council of the Township of West Orange adopted various resolutions which approved agreements with the owner of 10 Rooney Circle in the Township to dedicate and convey the property to the Township of West Orange; and

WHEREAS, on December 18, 2019, the Township Council of the Township of West Orange adopted a Resolution approving a Memorandum of Agreement ("MOA") with the Township Library Board of Trustees; and

WHEREAS, the Library MOA specifically provides that the Township will dedicate the entire main level and approximately 8,000 square feet on the lower level for use by the Library for not less than twenty (20) years; and

WHEREAS, on November 7, 2017, New Jersey voters approved the New Jersey Library Construction Bond Act (the "Bond Act") which authorizes the issuance of $125 million in State General Obligation Bonds ("Bonds") to provide grants ("Grants") for the construction, reconstruction, development, extension, improvement and furnishing of public libraries in the State of New Jersey; and

WHEREAS, on or about November 4, 2019, regulations implementing the Bond Act published at N.J.A.C. 15:24-1 *et seq.* were effective; and

WHEREAS, the sources and uses of funds for the new West Orange Library anticipate the Township expending not less than $2.5 million for the new Library at 10 Rooney Circle ("New Library Site") which includes $1 million to be paid by the developer of 46 Mt. Pleasant Avenue; proceeds from the Downtown Redevelopment Project; and other funds; and

WHEREAS, on or about January 23, 2020, the Library Board of Trustees executed the MOA; and

WHEREAS, the Library is in the midst of submitting a grant application; and

WHEREAS, the Library is an integral part of the Township and provides critical and necessary services which will be maintained and expanded at the New Library Site; and

WHEREAS, the Library Board of Trustees, its non-profit entity, and the Township have and will continue to work closely to develop the New Library Site; and

WHEREAS, submission of this Resolution is necessary and critical to the Township Library grant application.

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, that the Township hereby authorizes, empowers and endorses the Library submission of a grant application under the Bond Act for use at 10 Rooney Circle in the Township of West Orange; and it is further

RESOLVED that the Township hereby unconditionally agrees that the New Library Site shall unconditionally be used and dedicated for the Library for not less than twenty (20) years.

Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Township Clerk	**Council President**

Adopted: March 3, 2020

48-19

RESOLUTION 3-Mar-20

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2019 through December 31, 2019; and

WHEREAS, there is attached hereto and made a part hereof a report of the Chief Financial Officer detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2019 through December 31, 2019; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer and those who subsequeently apply be paid the sums set forth therein as reimbursement fo their costs of private garbage collection for the period January 1, 2019 through December 31, 2019; and

NOW, THEREFORE BE IT RESOLVED that the Chief Financial Officer and/or Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as is feasible.

Karen Carnevale, R.M.C.	**Michelle Casalino**
Township Clerk	**Council President**

Adopted: March 3, 2020

Maximum GARBAGE REIMBURSEMENT
2019

	VENDOR #	PERIOD	APPLICANT	UNITS	Rate		12 month REIMBURSEME
2	122585	1/1-12/31/18	ESSEX GREEN VILLAS	80	113.79	up to	9,102.80
4	202900	1/1-12/31/18	300-306 MAIN STREET	27	113.79	up to	3,072.20
6							
			TOTAL	107	Grand Total		12,175.00

MEMORANDUM

CERIFICATION OF SOLID WASTE COSTS

2019

	From	1/1/2019
	To	12/31/2019
		Full Year REIMBURSEMENT
Refuse Collection Services per unit per month		
Bulky Trash Collection per unit per month		
Total Collection Fee per month based upon bidded contract		
Total Collection Fee per year per unit prorata per contract (a)		71.52
Tipping Fee @ Essex Co. Resource Facility	84.53	
Ton of Solid Waste per unit per year*	0.50	
Total Tipping Fee per unit per fee (b)	42.27	42.27
Total Solid Watse Cost per unit per yea("a" plus "b")		113.79

* 1/2 ton solid waste per unit is determined as follows: on several occasions the Township had solid waste collected from various apartment and condominium complexes which contents were weighed at a weighing station to determine the amount of tonnage per unit.

John O. Gross
Director of Finance

RESOLUTION

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2019 through December 31, 2019; and

WHEREAS, there is attached hereto and made a part hereof a report of the Chief Financial Officer detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2019 through December 31, 2019; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer and those who subsequeently apply be paid the sums set forth therein as reimbursement fo their costs of private garbage collection for the period January 1, 2019 through December 31, 2019; and

NOW, THEREFORE BE IT RESOLVED that the Chief Financial Officer and/or Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as is feasible.

Karen Carnavale
Township Clerk

Michelle Casalino
Council President

Maximum GARBAGE REIMBURSEMENT 48-20
2019

	VENDOR #	PERIOD	APPLICANT	UNITS	Rate		12 month REIMBURSEMENT
2	122585	1/1-12/31/18	ESSEX GREEN VILLAS	80	113.79	up to	9,102.80
4	202900	1/1-12/31/18	300-306 MAIN STREET	27	113.79	up to	3,072.20
6							
			TOTAL	107	Grand Total		12,175.00

MEMORANDUM

CERIFICATION OF SOLID WASTE COSTS

2019

	From	1/1/2019
	To	12/31/2019
		Full Year REIMBURSEMENT
Refuse Collection Services per unit per month		
Bulky Trash Collection per unit per month		
Total Collection Fee per month based upon bidded contract		
Total Collection Fee per year per unit prorata per contract (a)		71.52
Tipping Fee @ Essex Co. Resource Facility	84.53	
Ton of Solid Waste per unit per year*	0.50	
Total Tipping Fee per unit per fee (b)	42.27	42.27
Total Solid Watse Cost per unit per yea("a" plus "b")		113.79

* 1/2 ton solid waste per unit is determined as follows: on several occasions the Township had solid waste collected from various apartment and condominium complexes which contents were weighed at a weighing station to determine the amount of tonnage per unit.

John O. Gross
Director of Finance

RESOLUTION

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2019 through December 31, 2019; and

WHEREAS, there is attached hereto and made a part hereof a report of the Chief Financial Officer detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2019 through December 31, 2019; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer and those who subsequeently apply be paid the sums set forth therein as reimbursement fo their costs of private garbage collection for the period January 1, 2019 through December 31, 2019; and

NOW, THEREFORE BE IT RESOLVED that the Chief Financial Officer and/or Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as is feasible.

Karen Carnavale
Township Clerk

Michelle Casalino
Council President

Maximum GARBAGE REIMBURSEMENT 48-20
2019

	VENDOR #	PERIOD	APPLICANT	UNITS	Rate		12 month REIMBURSEMENT
2	122585	1/1-12/31/18	ESSEX GREEN VILLAS	80	113.79	up to	9,102.80
4	202900	1/1-12/31/18	300-306 MAIN STREET	27	113.79	up to	3,072.20
6							
			TOTAL	107	Grand Total		12,175.00

MEMORANDUM 48-20

CERTIFICATION OF SOLID WASTE COSTS
2019

From 1/1/2019
To 12/31/2019

		Full Year REIMBURSEMENT
Refuse Collection Services per unit per month		
Bulky Trash Collection per unit per month		
Total Collection Fee per month based upon bidded contract		
Total Collection Fee per year per unit prorata per contract (a)		71.52
Tipping Fee @ Essex Co. Resource Facility	84.53	
Ton of Solid Waste per unit per year*	0.50	
Total Tipping Fee per unit per fee (b)	42.27	42.27
Total Solid Watse Cost per unit per yea("a" plus "b")		113.79

* 1/2 ton solid waste per unit is determined as follows: on several occasions the Township had solid waste collected from various apartment and condominium complexes which contents were weighed at a weighing station to determine the amount of tonnage per unit.

John O. Gross
Director of Finance

49-20
March 3, 2020

RESOLUTION

WHEREAS, Associated Appraisal Group ("Associated") responded to the Township's Request for Qualifications pursuant to a fair and open process for a professional services agreement for appraisal services for the Township's Tax Department for the year 2020; and

WHEREAS, Associated has agreed to provide appraisal services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Associated Appraisal Group to provide appraisal services to the Township of West Orange's Tax Department on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
JOHN O. GROSS, CFO

Exhibit "A"

AGREEMENT FOR APPARAISAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **ASSOCIATED APPRAISAL GROUP, INC.**, located at 6 Commerce Drive, Third Floor, Cranford, County of Union and State of New Jersey, hereinafter referred to as "APPRAISER", party of the second part.

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of APPRAISER to provide appraisal for the Tax Department of the TOWNSHIP;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of APPRAISER for the period January 1, 2020 through December 31, 2020 for an amount not to exceed $60,000.00 at the rates set forth in APPRAISER's proposal to the TOWNSHIP, annexed hereto as Exhibit **"A."**

2. APPRAISER is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP processes any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. APPRAISER recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the TOWNSHIP encompassing the services for which compensation is sought.

4. APPRAISER shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by APPRAISER shall set forth with specifically the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, APPRAISER shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000.00. APPRAISER shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, APPRAISER shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of the provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

By:_____
KAREN J. CARNEVALE, R.M.C ROBERT D. PARISI, MAYOR

Dated: Dated:

ASSOCIATED APPRAISAL GROUP, INC.

WITNESS:

By:_____
Sequoia Blair, Administrator **Darren N. Raymond, Director**

Dated: **21.February.2020** Dated: **21.February.2020**

50-20
March 3, 2020

RESOLUTION

WHEREAS, Blau and Blau has provided professional services to the Township of West Orange in connection with commercial real estate tax appeals since September 2012; and

WHEREAS, Blau & Blau provided responses to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020; and

WHEREAS, Blau & Blau has agreed to provide professional services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A"**; and

WHEREAS, the Law Department recommends retention of Blau & Blau as special counsel to the Township for the purpose of representing the Township in commercial real estate tax appeals; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Blau & Blau for the provision of commercial real estate tax appeal services on a flat fee basis of $6,000 per month and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____

John O. Gross, Chief Financial Officer

Exhibit "A"

AGREEMENT FOR COMMERCIAL REAL ESTATE TAX APPEALS

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **BLAU & BLAU**, Attorneys at Law of the State of New Jersey, located at 223 Mountain Avenue, Springfield, New Jersey 07081, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the Township has determined that it is in the best interests of the Township to retain the services of Special Counsel to represent the Township in connection with commercial real estate tax appeals on a flat fee basis;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Township hereby retains the services of Blau & Blau, as Special Counsel to assist the Township in connection with commercial real estate tax appeals for the period January 1, 2020 through December 31, 2020 at a flat rate of $6,000 per month.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the approval of the Township Attorney.

4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all commercial real estate tax appeals pending or commenced in the Tax Court of New Jersey against the Township. Counsel's responsibilities do not include preparation or appearance for matters pending or commenced at the County Board of Taxation.

5. COUNSEL shall coordinate all efforts with the Tax Assessor and keep the Tax Assessor and Township Attorney fully apprised concerning all matters.

6. **Prosecution of Appeals for the Township (Affirmative Appeals).**

COUNSEL shall have the right to file tax appeals for the Township on a contingent fee basis of one-third of the money obtained for the Township from cases filed during the term of the contract. COUNSEL will be responsible for all costs associated with filing the affirmative appeals including but not limited to:

A) Filing fees;
B) Appraisal fees:
C) Copying, postage, delivery services, preparation of trial exhibits, etc.

COUNSEL will submit a list of recommended appeals to the Township Attorney for review and the Township attorney shall have the opportunity to "veto" any recommended appeals at his discretion. It is contemplated that COUNSEL will only recommend appeals on commercial properties and will not be obligated to file an appeal unless it believes the property is substantially under-assessed. It is contemplated that COUNSEL will recommend settlement of the Affirmative Appeals from time to time as COUNSEL may deem appropriate. In the event that the Township refuses to accept COUNSEL's recommendation to settle a matter, the Township shall be responsible for payment of the contingent fee based upon the recommendation and reimbursement of COUNSEL's actual out of pocket expenses related to that Affirmative Appeal.

7. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body passes a duly authorized Resolution accompanied by a Certificate of Funds.

8. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee

of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

By:_____
KAREN J. CARNEVALE, R.M.C
ROBERT D. PARISI, MAYOR

BLAU & BLAU

WITNESS:

By:_____
CHARLES E. BLAU, ESQ.
For the Firm

51-20
March 3, 2020

RESOLUTION

WHEREAS, CME Associates ("CME") responded to the Township's Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform Municipal Engineering Services for the year 2020; and

WHEREAS, CME has agreed to provide municipal engineering services for the calendar year 2019, pursuant to the terms and conditions set forth in the professional services agreement annexed hereto as Attachment **"A;"** and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain CME to provide municipal planning services to the Township on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

Exhibit "A"

AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **CME ASSOCIATES**, located at 3141 Bordentown Avenue, Parlin, New Jersey 08859-1162, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to continue to retain the services of CONSULTANT to provide municipal engineering services;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2020 through December 31, 2020 at the rates set forth in on the rate schedule annexed hereto as Exhibit **"A."**

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

WITNESS:

Amy Terhune

CME ASSOCIATES

By: _____
Michael J. McCrilland, P.E., P.P., C.M.E.
Partner

CME ASSOCIATES

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A 10:5-31 et seq (P.L. 1975, C. 127)
N.J.A.C 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

CME Associates herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this 21

day of February, 2020

Notary Public, State of New Jersey

JILL A DEROBERTIS
My Commission Expires
December 6, 2020

Michael J. McClelland, P.E., P.P., C.M.E.
Partner, CME Associates

MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2021

Senior Project Manager	$175.00 Per Hour
Project Manager	$174.00 Per Hour
Project Leader	$173.00 Per Hour
Professional Engineer	$170.00 Per Hour
Senior Project Engineer	$164.00 Per Hour
Project Engineer	$162.00 Per Hour
Senior Design Engineer	$161.00 Per Hour
Design Engineer	$156.00 Per Hour
Senior Engineering Technician	$137.00 Per Hour
Engineering Technician/Management Information Systems Technician	$130.00 Per Hour
Professional Land Surveyor	$171.00 Per Hour
Land Surveyor	$150.00 Per Hour
Robotic Total Station	$ 72.00 Per Hour
Party Chief	$130.00 Per Hour
Survey Technician	$118.00 Per Hour
Resident Engineer	$150.00 Per Hour
Chief Construction Engineer	$143.00 Per Hour
Senior Construction Engineer	$137.00 Per Hour
Construction Engineer	$132.00 Per Hour
Chief Construction Technician	$130.00 Per Hour
Senior Construction Technician	$123.00 Per Hour
Construction Technician	$118.00 Per Hour
Technical Assistant	$ 92.00 Per Hour
Senior CAD Technician	$137.00 Per Hour
Licensed Landscape Architect	$170.00 Per Hour
Senior Landscape Designer	$155.00 Per Hour
Certified Tree Expert	$137.00 Per Hour
Landscape Designer	$123.00 Per Hour
Director of Planning	$175.00 Per Hour
Professional Planner	$174.00 Per Hour
Project Planner	$166.00 Per Hour
Planning Technician	$155.00 Per Hour
Principal	$178.00 Per Hour
Partner	$185.00 Per Hour
Managing Partner/Administrative Partner	$204.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule

Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service..

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.

Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or $50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.

CONSAND-01 PPAPA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Dyk Group 12800 Long Beach Blvd Beach Haven Terrace, NJ 08008	CONTACT NAME: PHONE (A/C, No, Ext): (609) 492-1511 FAX (A/C, No): (609) 492-7643 E-MAIL ADDRESS:
INSURED Consulting and Municipal Engineers, LLP 1460 Route 9 South Howell, NJ 07731	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: The Travelers Indemnity Company of America — 25666 INSURER B: The Travelers Indemnity Company of Connecticut — 25682 INSURER C: Travelers Indemnity Company — 25658 INSURER D: Selective Ins. Co. of America — 12572 INSURER E: Beazley Insurance Company, Inc. — 37540 INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [X] LOC OTHER:			680-1H021694	8/1/2019	8/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA-0C107658	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-0C139592	8/1/2019	8/1/2020	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 9066612	8/1/2019	8/1/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liab.			V299D5190101	12/15/2019	12/15/2020	Each Claim:	2,000,000
E	Professional Liab.			V299D5190101	12/15/2019	12/15/2020	Aggregate:	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Municipal Engineering Services for the Township of West Orange for the period 1/1/2020 to 12/31/2020

CERTIFICATE HOLDER

Township of West Orange
Town Hall
66 Main Street
West Orange, NJ 07052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Bapa

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CME ASSOCIATES

Certification 1816

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2020 to 15-FEB-2023

CME ASSOCIATES
3460 ROUTE 9, SOUTH
HOWELL NJ 07731 4194

ELIZABETH MAHER MUOIO
State Treasurer

CME ASSOCIATES

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF TAXATION
P.O. BOX 10
TRENTON, NJ 08646-0252

TAXPAYER NAME:
STEFANIO, SAMUEL D, CORNELL J, MCCLELLAN

TRADE NAME:
CONSULTING AND MUNICIPAL ENGINEERS

TAXPAYER IDENTIFICATION#
223-484-438/000

CONTRACTOR CERTIFICATION#
[illegible]495

ADDRESS
1400 ROUTE 9 SOUTH
HOWELL NJ 07731

ISSUANCE DATE:
05/07/02

EFFECTIVE DATE:
01/01/97

Deputy Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

52-20
March 3, 2020

RESOLUTION

WHEREAS, N.J.S.A. 2B:12-27 authorizes the governing body of a municipality to employ an attorney-at-law as a prosecutor to represent a municipality in any matter within the jurisdiction of a municipal court; and

WHEREAS, N.J.S.A. 2B:25-4 authorizes the governing body of a municipality to appoint a municipal prosecutor for a one-year term; and

WHEREAS, Joseph M. Wenzel, Esq., currently serves as the Township's Municipal prosecutor; and

WHEREAS, the Law Department recommends the renewal of Mr. Wenzel's appointment to the position of Municipal Prosecutor for the calendar year 2020; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the Agreement for Retention of Prosecutor (the "Agreement") annexed hereto as **Exhibit "A"** is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law; and

WHEREAS, on the basis of the foregoing, the Agreement was not subject to a fair and open bidding process;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as **Exhibit "A,"** to continue to retain Joseph M. Wenzel, Esq., for the position of Municipal Prosecutor on the terms and conditions set forth in therein and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

RESOLVED, that notice of this award shall be made available in the Clerk's office in accordance with applicable law.

_____	_____
Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Michelle Casalino** **Council President**

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

Exhibit "A"

AGREEMENT FOR RETENTION OF PROSECUTOR

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **JOSEPH M. WENZEL, ESQUIRE,** of Friend & Wenzel, LLC, located at 1000 Clifton Avenue, Suite 101, Clifton, County of Passaic and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, Counsel's currently serves the TOWNSHIP as the Municipal Prosecutor for the TOWNSHIP; and;

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to re-appoint COUNSEL to the position of Prosecutor for the TOWNSHIP on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of Joseph M. Wenzel as Prosecutor to assist the Township in West Orange Municipal Court for the period January 1, 2020 through December 31, 2020 at the rate of $1,000 per week. COUNSEL shall be an independent contractor for all purposes. COUNSEL shall be responsible to comply with all tax and other obligations of the United States and New Jersey and the Supreme Court of New Jersey. COUNSEL shall not be entitled to any medical or other benefits, including but not limited to retirement benefits. COUNSEL shall comply with all provisions of the Rules of Professional Conduct (RPCs) and other ethical requirements of the State of New Jersey and shall not appear

or defend any client in the Superior Court of New Jersey, Essex County, Criminal Division or the West Orange Municipal Court.

2. COUNSEL will not seek nor be entitled to reimbursement for any costs and expenses such as postage, copying, mileage, meals, secretarial, parking, travel, telephone, faxes, computer usage, received or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of transcripts or hiring experts. Counsel will not incur any such expenses without the prior written approval of the Township Attorney.

4. COUNSEL's responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all criminal and related prosecutions in The Municipal Court of the Township and any appeals therefrom.

5. COUNSEL shall coordinate all efforts with the Township Attorney and keep him advised as to any matters.

6. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to this Agreement shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Available Funds.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this Agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Available Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills,

statement or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder and additional insured. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage. Failure to provide proof of insurance shall be grounds for termination.

9. COUNSEL shall be responsible for coverage of all sessions of the West Orange Municipal Court. To the extent that COUNSEL is ill or has an emergent matter before another Court, he shall be solely responsible to obtain timely coverage for all West Orange sessions at his sole cost and expense. Any attorney who handles any absences must be an Attorney at Law of the State of New Jersey in good standing with the same insurance coverage as COUNSEL. If COUNSEL misses three (3) or more consecutive sessions or a total of five (5) sessions during the term of this Agreement, the Township may terminate this Agreement.

10. The TOWNSHIP or COUNSEL may terminate this Agreement at any time in their sole discretion on thirty (30) days' written notice to the Municipal Clerk with a copy to the Township Attorney. If terminated by COUNSEL, COUNSEL shall continue to provide services and cover all sessions during the 30-day termination period.

11. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

12. This Agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*).

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____
KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

FRIEND & WENZEL, LLC

WITNESS:

By:_____
JOSEPH M. WENZEL, ESQ.

53-20
March 3, 2020

RESOLUTION

WHEREAS, Ellen O'Connell, Esq. of Inglesino, Webster, Wyciskala & Taylor, LLC ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020 for appointment as the Township's Hearing Officer; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Hearing Officer; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as Exhibit **"A;"** to retain Counsel to provide services as Hearing Officer at an hourly rate of $175.00; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

Exhibit "A"

AGREEMENT FOR LEGAL SERVICES – HEARING OFFICER

THIS AGREEMENT made and entered into on this 20th day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **ELLEN O'CONNELL, ESQ. OF INGLESINO, WEBSTER, WYCISKALA & TAYLOR, LLC**, Attorneys at Law of the State of New Jersey, located at 600 Parsippany Road, Suite 204, Parsippany, County of Morris and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Hearing Officer;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Hearing Officer for the period January 1, 2020 through December 31, 2020 at an hourly rate of $175.00.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include all hearings and personnel matters assigned.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts

relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is

scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____
KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

INGLESINO, WEBSTER, WYCISKALA & TAYLOR, LLC

WITNESS:

By:_____
ELLEN O'CONNELL, ESQ.

54-20

March 3, 2020

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") is mandated to provide Public Defender services for indigent persons in accordance with applicable law; and

WHEREAS, Joseph A. Deer, Esq. currently serves as the Township's Public Defender; and

WHEREAS, the Township desires to renew his appointment as the Township's Public Defender for an additional one-year term; and

WHEREAS, Mr. Deer has agreed to serve as the Township's Public Defender pursuant to the terms of the professional services agreement, annexed hereto as Exhibit **"A."**

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that Joseph A. Deer, Esq. be and is hereby named as Municipal Public Defender for the Township of West Orange at the rate of $350.00 per session and subject to the terms of the professional services agreement, annexed hereto as Exhibit **"A**;**"** and it is further

RESOLVED that Mr. Deer's appoint shall run from January 1, 2020 until December 31, 2020; and it is further

RESOLVED that the within appointment is pursuant to the fair and open process set forth in the Pay to Play Laws of the State of New Jersey; and it is further

RESOLVED that notice of this contract designation shall be available in accordance with the applicable laws.

_____	_____
Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Township Clerk	**Council President**

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

Exhibit "A"

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE,** a municipal corporation of the State of New Jersey, with it Township Hall located at 66 Main Street, West Orange, New Jersey 07052, (the "TOWNSHIP") and Joseph A. Deer, Esq., attorney at law of the State of New Jersey, with an office at 571 Bloomfield Avenue, Verona, New Jersey 07044 ("Deer").

WITNESSETH THAT:

WHEREAS, pursuant to N.J.S.A. 2B:24-3, all municipalities are required to have a municipal public defender appointed by the governing body to perform the duties set forth in N.J.S.A. 2B:24-6;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Township hereby retains the services of Joseph A. Deer, Esq. ("Deer") as the municipal public defender commencing on January 1, 2020 and the Township agrees to pay Deer at a rate of Three Hundred Fifty Dollars ($350) per court session as an independent contractor ("Session Fee").

2. Deer shall be entitled to payment for such services rendered upon submission of duly executed vouchers on a monthly basis detailing the number of sessions actually rendered which shall be submitted to the Chief Financial Officer of the Township.

3. No later than January 15, 2020, Deer shall provide to the Township a proof of professional malpractice insurance in the amount of not less than $500,000 per occurrence and $1,000,000 in the aggregate. Deer shall maintain this level of insurance for the entire duration of his term as the Municipal Public Defender.

4. Deer is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township of West Orange possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that

individual may possess. No bills, statements or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

6. The provisions of this agreement are subject to the limitations of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq.

8. This agreement may be terminated at any time on thirty (30) days written notice. No cause or justification is required for termination.

9. During the term of this agreement Deer shall be present at all municipal court sessions where a public defender's services may be needed. If an emergency arises, Deer shall be required to obtain a substitute public defender and provide notice to the Municipal Court Administrator, Municipal Prosecutor and Township Attorney. Such replacement shall receive the Session Fee for that session.

10. The term of this agreement shall expire on December 31, 2020; however, absent the selection of a new public defender, all terms and conditions of this agreement shall continue in full force and effect.

11. Both the Township and Deer agree to abide by the mandatory equal employment opportunity language as set forth in N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

12. During the performance of this contract, the Township agrees as follows:

(a) The Township, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Township will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Township agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Township, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Township, sate that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The Township, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Township's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Township, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

The Township, agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Township agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Township agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the

statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Township shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation to Subchapter 10 of the **Administrative Code at N.J.A.C. 17:27**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

By_____

ATTEST:

_____

JOSEPH A. DEER, ESQ.

By_____
Joseph A. Deer, Esq.
2/19/20

WITNESS:

_____

55-20
March 3, 2020

RESOLUTION

WHEREAS, Kenneth D. McPherson, III, Esq. ("McPherson"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020; and

WHEREAS, McPherson has agreed to provide professional services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A"**; and

WHEREAS, the Law Department recommends retention of McPherson for the purpose of representing the Township in the capacity of Planning Board Attorney; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement effective March 1, 2020, in form annexed hereto, to retain McPherson to provide services as Planning Board Attorney at the rates set forth in the agreement annexed hereto as Exhibit **"A"**; and it is further

RESOLVED that notice of this award shall be published and available in the Clerk's office in accordance with applicable law.

_____	_____
Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Municipal Clerk	**Council President**

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

56-20
March 3, 2020

RESOLUTION

WHEREAS, Alice Beirne, Esq. ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020 for appointment as Zoning Board Attorney; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Zoning Board Attorney; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Zoning Board Attorney at the rates set forth in the agreement annexed hereto as Exhibit **"A;"** and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____

John O. Gross, Chief Financial Officer

Exhibit "A"

AGREEMENT FOR ZONING BOARD LEGAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **ALICE BEIRNE, ESQ.**, Attorney at Law of the State of New Jersey, located at 111 Northfield Avenue, Suite 202, West Orange, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Zoning Board Attorney;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Zoning Board Attorney for the period January 1, 2020 through December 31, 2020 at the following rates:

(a) $3,500 per year to prepare for and attend all regular meetings of the Zoning Board of Adjustment;

(b) $500 per meeting to prepare for and attend all special meetings, to be paid by the applicant from the applicant's escrow accountant;

(c) $150.00 per hour for all outside litigation, or as directed by the legal department; and

(d) $150.00 per hour for services rendered to the TOWNSHIP, the cost of which are reimbursed by an applicant to the Zoning Board through an applicant-funded escrow account required for larger projects presented to the Zoning Board.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include preparation for and attendance at all Zoning Board meetings, drafting all resolutions, and all Zoning Board related matters.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will

be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____
KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

LAW OFFICE OF ALICE BEIRNE

WITNESS:

_____

By:_____
ALICE BEIRNE, ESQ.

57-20
March 3, 2020

RESOLUTION

WHEREAS, NW Financial Group, LLC ("NWF") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020 for a professional services agreement to provide financial consulting services; and

WHEREAS, NWF has agreed to provide financial consulting services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain NWF to provide financial consulting services to the Township on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

Exhibit "A"

AGREEMENT FOR FINANCIAL CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **NW FINANCIAL GROUP, LLC**, located at 2 Hudson Place, Hoboken, County of Hudson and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide financial consulting services;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2020 through December 31, 2020 at the following rates:

   a. Principal - $225/hr

   b. Managing Director - $205/hr

   c. Senior Vice President - $195/hr

   d. Vice President - $190/hr

   e. Associate - $185/hr

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and

beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

By:_____
KAREN J. CARNEVALE, R.M.C
ROBERT D. PARISI, MAYOR

NW FINANCIAL GROUP, LLC

WITNESS:
N. Gilyard
Norma T. Gilyard, Marketing

By:
Daniel C. Marinello, Principal

58-20
March 3, 2020

RESOLUTION

WHEREAS, the Chapter 14, Section 11.1 of the Township Code for the Township of West Orange (the "Township") requires the Township to employ a Planning Director with respect to various land use and related issues, including the enforcement of Chapters 14 and 25 of the Township Code ("Planning Director Services"); and

WHEREAS, the Township establishes escrows for certain commercial and other development projects which monies are dedicated to pay various expenses, including the Planning Director; and

WHEREAS, the Planning & Real Estate firm of Phillips, Preiss, Grygiel, Leheyn, Hughes, LLC, of Hoboken, NJ (the "Phillips Firm") has provided the Planning Director Services since July 2012; and

WHEREAS, Paul Grygiel, AICP, PP is prepared to and will continue to be primarily responsible with respect to the Township's Planning Director requirements and duties; and

WHEREAS, there continues to be a need for a Professional Services Contract with the Phillips Firm for at least an additional one (1) year to provide planning director services to the Township for the 2020 calendar year.

NOW, **BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE,** that the Mayor shall be and hereby is authorized to execute the attached Professional Services Contract with the Phillips Firm, and the Township Clerk shall be and hereby is authorized to attest to the Mayor's signature on same; and it is further

RESOLVED that notice of this award shall be published and available in the Clerk's office in accordance with applicable law.

_____	_____
Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Michelle Casalino** **Council President**

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

Exhibit "A"

AGREEMENT FOR MUNICIPAL PLANNING DIRECTOR

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **PHILLIPS PREISS GRYGIEL LEHENY HUGHES, LLC.**, located at 33-41 Newark Street, Third Floor, Suite D, Hoboken, County of Hudson and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide municipal planning services;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. CONSULTANT will review applications made to West Orange's Planning Board and Zoning Board of Adjustment for site plan, subdivision and/or variance approval. The scope of work for each of these development reviews will include the following:

- Review of filed application materials to determine whether the application can be deemed complete for hearing by the Planning Board, Zoning Board of Adjustment and/or Site Plan Review Advisory Board, and if any submission waivers are warranted;
- Preparation of a completeness review memorandum;
- Attendance at Site Plan Review Advisory Board meetings;
- Review of filed application materials to determine compliance with all applicable Zoning Ordinance requirements and other development regulations;
- Analysis of all requested variances and/or exceptions from site plan or subdivision regulations;

- Review of site plan, architectural plans and/or subdivision plat to identify any zoning or planning issues;
- A site visit to the subject property and surrounding area;
- Discussion with Township of West Orange staff and other consultants, if necessary;
- Preparation of an application review letter, if necessary;
- Attendance at evening meetings of the Planning Board and Zoning Board of Adjustment when an application for which a review letter was prepared is on the board's agenda.

The above work other than site visits and meetings will be conducted in CONSULTANT's office. It is assumed that application materials will be mailed to CONSULTANT by Township staff, although CONSULTANT will be able to pick up materials in West Orange if a quick turnaround of a review letter is necessary. A representative of CONSULTANT will also attend meetings in West Orange to meet with Township staff, other consultants and/or development applicants, as needed.

The review of development applications can be paid for through escrows provided by development applicants, consistent with state law and Section 25-55 of the West Orange Zoning Ordinance. CONSULTANT will submit invoices to the Township for each development application in order to manage the appropriate funding source for our service.

It is anticipated there will be a limited amount of billing for general planning services not related to a specific application, which would be billed directly to the Township and would not be payable through applicant escrows. If additional work, over and above that specified in the Scope of Services, or that agreed to under this Agreement, is requested by the Client, such work shall be performed by CONSULTANT at the hourly billing rates specified in paragraph 7 of this Agreement or any increases to the hourly billing rates as set forth in paragraph 7. Such additional services shall only be performed following approval from the Township Council.

Paul Grygiel, AICP, PP shall make himself available as needed on a flat fee basis as set forth herein.

2. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2020 through December 31, 2020 at the following rates:

a. Paul Phillips, Principal - $170/hr;

b. Richard Preiss, Principal - $170/hr;

c. Paul Grygiel, Principal - $150/hr;

d. Kennan Hughes, Principal - $150/hr;

e. Elizabeth Leheny, Principal - $150/hr;

f. Senior Associates - $145/hr;

g. Senior Urban Designer - $145/hr;

h. Associates - $125/hr;

i. Senior Planners - $125/hr;

j. Planners - $115/hr;

k. Graphic Designers - $115/hr;

l. Computer Specialists - $50/hr.

3. CONSULTANT may not bill for the following ordinary administration and overhead: clerical and bookkeeping time related to the project, all telephone and facsimile costs, costs of reproduction of up to twenty (20) copies of no more than one (1) draft and one (1) final copy of project memorandums or reports, and travel expenses involving travel to places less than fifty (50) miles from CONSULTANT's office in Hoboken, New Jersey.

4. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically

approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

5. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

6. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth a list of the personnel who furnished services, their billing rates (as specified in paragraph 1) and the number of hours they worked on the assignment. All non-escrow reimbursable fees for services rendered shall be at a flat fee rate, capped at $2,400.00 per month. In the event additional payment is sought by CONSULTANT for work performed beyond the scope of services, such work shall only be performed and payment shall only be rendered upon approval by the Township Council.

7. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

8. CONSULTANT agrees, subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by CONSULTANT's negligent acts, errors or omissions in the performance of professional services under this Agreement. CONSULTANT is not obligated to indemnify the Client for the Client's own negligence or intentional acts

9. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

10. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

11. This Agreement is terminable on thirty (30) days written notice.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

By:_____
KAREN J. CARNEVALE, R.M.C ROBERT D. PARISI, MAYOR

PHILLIPS PREISS GRYGIEL LEHENY HUGHES, LLC

WITNESS:

By:_____
PAUL GRYGIEL, PRINCIPAL

59-20
March 3, 2020

RESOLUTION

WHEREAS, PKF O'Connor Davies ("PKF") responded to the Township's Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform auditing services for the year 2020; and

WHEREAS, PKF has agreed to provide auditing services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as Exhibit **"A,"** to retain PKF to provide auditing services to the Township on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

Exhibit "A"

AGREEMENT FOR AUDITING SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **PKF O'CONNOR DAVIES**, located at 293 Eisenhower Parkway, Livingston, County of Essex and State of New Jersey, hereinafter referred to as "AUDITOR", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of AUDITOR to audit the regulatory basis financial statements of the various funds of the TOWNSHIP;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of AUDITOR for the period January 1, 2020 through December 31, 2020 at the rate of $55,000 per audit.

2. AUDITOR is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. AUDITOR recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of

a Purchase Order by the Township encompassing the services for which compensation is sought.

4. AUDITOR shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by AUDITOR shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, AUDITOR shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. AUDITOR shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, AUDITOR shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

By:_____
KAREN J. CARNEVALE, R.M.C ROBERT D. PARISI, MAYOR

PKF O'CONNOR DAVIES

WITNESS:

By:

60-20
March 3, 2020

RESOLUTION

WHEREAS, The Shade Tree Department, LLC ("Shade Tree") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020 for the appointment as the Township of West Orange Forrester; and

WHEREAS, Shade Tree has agreed to provide forestry services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A"** and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Shade Tree to provide forestry services to the Township on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

Exhibit "A"

AGREEMENT FOR FORESTRY SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **THE SHADE TREE DEPARTMENT, LLC**, located at P.O. Box 6089, West Orange, County of Essex and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide forestry services to the TOWNSHIP;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2020 through December 31, 2020 at the hourly rate of $85/hr.

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the

issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

By:_____
KAREN J. CARNEVALE, R.M.C ROBERT D. PARISI, MAYOR

THE SHADE TREE DEPARTMENT, LLC

WITNESS:

By:_____
JOHN D. LINSON

61-20
March 3, 2020

RESOLUTION

WHEREAS, Scarinci Hollenbeck, LLC ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Labor Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor Counsel at an hourly rate of $150; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____

John O. Gross, Chief Financial Officer

Exhibit "A"

AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **SCARINCI HOLLENBECK, LLC**, located at 1100 Valley Brook Avenue, Lyndhurst, County of Bergen and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Labor Counsel;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor Counsel for the period January 1, 2020 through December 31, 2020 at an hourly rate of 150.00.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include all labor matters assigned by the Business Administrator and the Legal Department.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts

relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance

listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

SCARINCI HOLLENBECK, LLC

WITNESS:

ALEXANDRA E. SCELIA, EXECUTIVE ASST.

By: _____
DONALD SCARINCI, MANAGING MEMBER

62-20
March 3, 2020

RESOLUTION

WHEREAS, Shirley M. Bishop, P.P., LLC ("Bishop") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020; and

WHEREAS, Bishop has agreed to provide housing consulting services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Bishop to provide housing consulting services to the Township on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____

John O. Gross, Chief Financial Officer

Exhibit "A"

AGREEMENT FOR HOUSING CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **SHIRLEY M. BISHOP, P.P., LLC**, located at 100 Overlook Center, Floor 2, Princeton, County of Mercer and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide housing consulting services;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2020 through December 31, 2020 at an hourly rate of $175.00.

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the

issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____
KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

SHIRLEY M. BISHOP, P.P., LLC

WITNESS:

_____

By:_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Karen Bronson	
CorRisk Solutions 180 N Stetson Ave Suite 4500 Chicago, IL 60601	PHONE (A/C, No, Ext):	312-637-8755	FAX (A/C, No, Ext):
	E-MAIL ADDRESS:	kbronson@corrisksolutions.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	New Hampshire Insurance Company	23841
INSURED Shirley M. Bishop, P.P. LLC 100 Overlook Drive, Floor 2 Princeton, NJ 08540	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			DOES NOT APPLY			EACH OCCURANCE	
							DAMAGE TO RENTED PREMISES (Ea occurance)	
							MED EXP (Any one person)	
							PERSONAL & AND INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS MADE ☐ DED ☐ RETENTION $			DOES NOT APPLY			EACH OCCURANCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DOES NOT APPLY			WC STATU-TORY LIMITS ☐ OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Professional Liability			064989808-04	08/16/19	08/16/20	Per Occurrence:	$1,000,000
							Annual Aggregate:	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

COAH Planner

CERTIFICATE HOLDER

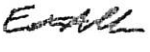
John Sayers
66 Main Street

West Orange, NJ 07052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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63-20
March 3, 2020

RESOLUTION

WHEREAS, Community Action Services ("CAS") responded to the Township's Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform housing rehabilitation services for the year 2020; and

WHEREAS, CAS has agreed to provide housing rehabilitation services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain CAS to provide housing rehabilitation services to the Township on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____

John O. Gross, Chief Financial Officer

Exhibit "A"

AGREEMENT FOR HOUSING REHABILITATION CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **COMMUNITY ACTION SERVICES**, located at P.O. Box 6025, East Brunswick, County of Middlesex and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2020 through December 31, 2020 at the following rates:

   a. $3,300 per unit for the rehabilitation of single-family units; and

   b. $8,500 per unit for the rehabilitation of multi-unit buildings.

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered as soon as housing rehabilitation construction is completed on each unit participating in the West Orange Township Housing Rehabilitation Program. All invoices submitted by CONSULTANT shall set forth with specificity the names(s) of the owner of the unit completed, the address of the unit completed, the amount of Township funds lent to the owner to complete the rehabilitation, the initial date of application by the applicant, the date eligibility for participation in the West Orange Township Housing Rehabilitation Program was approved, the date the Program Loan was closed, and the date construction was completed.

5. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject

to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

By:_____
KAREN J. CARNEVALE, R.M.C ROBERT D. PARISI, MAYOR

COMMUNITY ACTION SERVICES

WITNESS:
Dorna Lehman

By:_____
STEVEN J. WEINBERG

64-20
March 3, 2020

RESOLUTION

WHEREAS, Robert DeFilippis, D.V.M. ("DeFilippis") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020 for a professional services agreement to provide veterinary supervision at the Alex Caprio Animal Control Facility (ACACF) 311 Watchung Avenue, West Orange, NJ 07052; and

WHEREAS, DeFilippis has agreed to provide veterinary supervision services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain DeFilippis to provide financial consulting services to the Township on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

Exhibit "A"

VETERINARY SUPERVISION SERVICES

2020

AGREEMENT

THIS AGREEMENT entered into this _____ day of February, 2020 between the Township of West Orange, 66 Main Street, West Orange, NJ 07052 and Robert DeFilippis, D.V.M. Roseland Animal Care, 215 Eagle Rock Avenue, Roseland, NJ 07068 for veterinary supervision at the Alex Caprio Animal Control Facility (ACACF) 311 Watchung Avenue, West Orange, NJ 07052.

1. As required in N.J.A.C. 8:23A-1.9, Robert DeFilippis, D.V.M., a licensed Veterinarian (02194) by the State of New Jersey agrees to provide veterinary supervision of the Alex Caprio Animal Control Facilty for the period of January 1, 2020 through December 31, 2020.
2. In his role as Veterinarian, Robert DeFilippis shall work with the Health Officer of the Township of West Orange to establish a program to maintain the control of insects, estoparasites, avian and mammalian pests at the ACACF as part of the overall disease control program.
3. In his role as Veterinarian, Robert DeFilippis shall provide such supervision on a weekly basis to inspect animals held at this facility and provide basic veterinary care when required and ensure that an adequate program for the control of disease is maintained and adhered to at the ACACF.
4. In his role as Veterinarian, Robert DeFilippis shall provide and certify West Orange Township Animal Control personnel in the approved euthanasia techniques used at the facility.
5. In this role as Veterinarian, Robert DeFilippis shall from time to time provide a licensed Veterinarian in his absence.
6. The Township of West Orange agrees to pay Robert DeFilippis the sum of $8,532.00 payable in quarterly installments of $2,133.00 for the period of January 1, 2020 – December 31, 2020.

ATTEST

_____
Township Clerk

TOWNSHIP OF WEST ORANGE

BY:_____
MAYOR

ATTEST

Robert DeFilipppis, D.V.M.

65-20
March 3,2020

RESOLUTION

WHEREAS, Wayne DeFeo ("DeFeo") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020 for the award of a professional services agreement; and

WHEREAS, DeFeo has agreed to serve as environmental compliance officer for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain DeFeo as environmental compliance officer for the Township on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be published and available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

Exhibit “**A**”

AGREEMENT FOR ENVIRONMENTAL COMPLIANCE OFFICER

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **WAYNE DeFEO**, located at 15 Washington Valley Road, Warren Township, County of Somerset and State of New Jersey, hereinafter referred to as "CONSULTANT", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to serve as environmental compliance officer;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period January 1, 2020 through December 31, 2020 at the following rates:

   a. $750 per inspection for B & C Class Inspections to occur two (2) times per month for a total of $1,500; and

   b. $150 per inspection for Recycling Convenience Center Inspections; and

   c. Additional inspections at the rates as indicated in (a) and (b) above, or at an hourly rate of $185 for each such inspection that exceeds two (2) hours in length, whichever amount is greater, and all ancillary costs including travel and mileage.

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically

approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject

to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

8. This Agreement is terminable on thirty (30) days written notice.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____
KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

WITNESS:

_____

By:_____
WAYNE DeFEO

66-20
March 3, 2020

RESOLUTION
ABANDONED CAR AUCTION

Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed Towing Company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.

BE IT RESOLVED, by the Township Council of the Township of West Orange that the following recovered motor vehicles will be sold at Public Auction as described below:

The Purchasing Agent is hereby authorized to sell five (5) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday March 17, 2020 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell one (1) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday March 17, 2020 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

ABANDONED CAR AUCTION NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday March 17, 2020 at 2:00 pm prevailing time, the vehicles listed below. The sale will be held and vehicles can be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

YEAR	MAKE	VEHICLE ID
2001	BMW	WBAAV53411FJ72213
2000	TOY	JT2BG22K9Y0479683
2001	CAD	1G6KS54Y51U238617
2003	AUDI	WAULT68E53A304766
2007	TOY	4T1BK46K47U500339

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday March 17, 2020 at 3:00 pm prevailing time, the vehicles listed below. The sale will be held and vehicles can be inspected at Select Towing, 52 Washington Street, West Orange, NJ 07052.

YEAR	MAKE	VEHICLE ID
2003	HON	1HGCM55653A091536

All of the above vehicles shall be sold as transferable titles. Sales are subject to payment of all accumulated towing and storage charges. A 25% deposit will be required in cash and the balance payable in payable in 24 hrs. Vehicles will be removed from the storage premises at buyer's expense within 48 hours of the sale date.

Anne DeSantis
Purchasing Agent

67-20
March 3, 2020

RESOLUTION

WHEREAS, pursuant to Resolution of the Township Council of the Township of West Orange (the "Township"), the Township has retained Charles Blau, Esq. of Blau & Blau ("Special Tax Appeal Counsel to review and pursue certain affirmative tax appeals; and

WHEREAS, the Township has filed affirmative tax appeals to increase the 2017, 2018, 2019 and 2020 assessments of property owned by 640 Eagle Rock LLC (the "Property Owner") concerning real property located at 642 Eagle Rock Avenue in the Township which is identified on the Tax Map of the Township as Block 154, Lot 14 (the "Property"); and

WHEREAS, the Property Owner and Township have evaluated the assessments and agreed to a proposed settlement which is recommended by the Township's Special Tax Appeal Counsel; and

WHEREAS, as a result of the proposed settlement, the Township will receive an additional tax payment for 2017, 2018 and 2019 for a total of $73,069.00 and an increased assessment for 2020; and

WHEREAS, as part of this multi-year settlement, the appeals for 2015 and 2016 shall be withdrawn with no change in the assessments; and

WHEREAS, the Law Department recommends approval of this settlement; and

NOW, BE IT HEREBY RESOLVED, THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE HEREBY APPROVES the proposed settlement with

regard to Block 154, Lot 14, known as 642 Eagle Rock Avenue in the Township of West Orange; and

IT IS FURTHER RESOLVED that the Tax Assessor be and is hereby authorized to take all steps necessary and appropriate to effectuate the settlement.

_____	_____
Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Township Clerk	**Council President**

Adopted: March 3, 2020

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN OVERPAYMENT OF TAXES DUE TO A DUPLICATE PAYMENT

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the first quarter 2020 taxes;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2020 taxes.

Block		**Lot**	**Name & Address**	**Amount**
105	4	C0110	Robert & Justyna Chelstowski 110 Coccio Drive West Orange, NJ 07052	$3,436.00
			TOTAL:	$3,436.00

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from:_____
Account No./Amount

John Gross
Chief Financial Officer

69-20
March 20, 2020

RESOLUTION

WHEREAS, McManimon, Scotland & Bauman, LLC ("Counsel"), responded to the Township's Request for Qualifications for Bond Counsel pursuant to a fair and open process for the year 2020; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Bond Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Bond Counsel at the rates and terms set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, RMC
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____

John O. Gross, CFO
4828-8375-5098, v. 1

69-20

AGREEMENT FOR LEGAL SERVICES – BOND COUNSEL

THIS AGREEMENT made effective and entered into *nunc pro* tunc for the 1st day of January, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **McMANIMON, SCOTLAND & BAUMANN, LLC**, Attorneys at Law of the State of New Jersey, located at 75 Livingston Avenue, Roseland, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Bond Counsel;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Bond Counsel for the period January 1, 2020 through December 31, 2020, at the rates set forth and explained in **Exhibit "A,"** annexed hereto.

2. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

3. COUNSEL'S responsibilities shall include all bond and other assigned matters.

4. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

5. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

6. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

7. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of (cont. on page 3)

renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

9. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.,* and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

10. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

By:

KAREN J. CARNEVALE, R.M.C ROBERT D. PARISI, MAYOR

McMANIMON, SCOTLAND & BAUMANN, LLC

WITNESS:

By: _____

I

EXHIBIT A

The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, a fee of $3,500, plus $1.00 per thousand dollars of bonds issued for the first $15,000,000 of bonds issued and $.75 per thousand dollars of bonds issued in excess of $15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of $1,000 for each such additional series.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance and (ii) the compiling and review of a certified record of proceedings in connection therewith, an aggregate fee of $600.

C. For services rendered in connection with each note sale, a fee equal to the greater of (i) $.50 per thousand dollars of notes issued up to $15,000,000 of notes issued and $.40 per $1,000 of notes in excess of $15,000,000 or (ii) $1,000. If more than one series of notes are issued, there will be an additional charge of $500 for each such additional series.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of $500.

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of $1,000 will be charged.

F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of $5,000 for each refunded issue.

G. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of $215 per hour for attorneys and $135 per hour for legal assistants. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

H. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(G).

I. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client, shall be added to the fees referred to in this Agreement and shall be itemized in each invoice presented to the Client.

70-20
March 3, 2020

RESOLUTION

WHEREAS, McManimon, Scotland & Bauman, LLC ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020 for appointment as Redevelopment Counsel; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Redevelopment Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Redevelopment Counsel; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, RMC
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____

John O. Gross, CFO
4828-8375-5098, v. 1

AGREEMENT FOR LEGAL SERVICES – REDEVELOPMENT COUNSEL

THIS AGREEMENT made effective and entered into *nunc pro tunc* for the 1st day of January, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **McMANIMON, SCOTLAND & BAUMANN, LLC**, Attorneys at Law of the State of New Jersey, located at 75 Livingston Avenue, Roseland, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Redevelopment Counsel;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Redevelopment Counsel for the period January 1, 2020 through December 31, 2020 at the following rates:

   a. Services rendered to the TOWNSHIP shall be billed at the blended hourly rate of $215 for attorneys and $135 for paralegals. In the event that COUNSEL is required to represent the TOWNSHIP in litigation/dispute resolution matters, the blended hourly rate shall be the same.

   b. Services rendered to the TOWNSHIP, the cost of which are reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the TOWNSHIP, shall be billed at the blended hourly rate of $345 for attorneys and $180 for legal assistants. In

addition to the hourly time charges described above, COUNSEL will be reimbursed for out-of-pocket expenses.

2. COUNSEL will not seek reimbursement from the TOWNSHIP for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement from the TOWNSHIP for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all assigned matters.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may

possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

By:__ ___ _____ ____

KAREN J. CARNEVALE, R.M.C

ROBERT D. PARISI, MAYOR

McMANIMON, SCOTLAND & BAUMANN, LLC

WITNESS:

By:

4813-1760-6744, v. 1

71-20
March 3, 2020

RESOLUTION

WHEREAS, the Township of West Orange is a municipal corporation of the State of New Jersey, duly established and operating as a Faulkner Act Mayor-Council form of government providing a wide range of municipal services for a diverse population of approximately 46,000 residents living within its more than 12 square miles; and

WHEREAS, the governance of such a population, its businesses, land and infrastructure, gives rise to a wide variety and large volume of legal issues which must be promptly addressed and resolved to assure the effective and efficient operation of the administration of local government; and

WHEREAS, the Township's Administrative Code provides for a Law Department headed by the Township Attorney and employing an Assistant Township Attorney and from time to time such Special Counsel, technical and expert assistance as are reasonable and necessary to provide competent, effective and efficient legal services for the Township; and

WHEREAS, the Mayor and Council wish to ensure that the operation of the Law Department and employment of those providing legal services for the municipal corporation are consistent with current legal requirements and best practices, including those for formal retention agreements with provisions setting forth the scope of work to be performed and billing requirements promoting reduction of legal costs, transparency and accountability, all as recommended by the Office of the New Jersey State Comptroller; and

WHEREAS, Richard D. Trenk, Esq. (“Mr. Trenk”), formerly a member of the law firm of Trenk, DiPasquale, Della Fera and Sodono, P.C., currently a partner in the firm of McManimon, Scotland & Bauman, has served as the Township Attorney since 1998 and the Mayor recommends Mr. Trenk’s continued retention as the Township Attorney; and

WHEREAS, a form of agreement between the Township of West Orange and the

Mr. Trenk has been drafted consistent with the foregoing and is annexed hereto for review and approval by the Township Council for authorization for execution by the respective parties;

NOW, THEREFORE, BE IT, AND HEREBY IT IS, RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSIDP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute the Agreement annexed hereto as Exhibit **"A"** for the retention of Richard D. Trenk, Esq. as the Township Attorney, and be it further

RESOLVED that the Municipal Clerk is authorized to attest to the Mayor's signature, and be it further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____	_____
Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Municipal Clerk	**Council President**

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
JOHN O. GROSS, CFO

4846-1866-5817, v. 1

72-20
March 3, 2020

RESOLUTION

WHEREAS, Hendricks Appraisal Company, LLC ("Hendricks") responded to the Township's Request for Qualifications pursuant to a fair and open process for a professional services agreement for appraisal services for the year 2020; and

WHEREAS, Hendricks has agreed to provide appraisal services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Hendricks to provide appraisal services to the Township on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
JOHN O. GROSS, CFO

72-20
March 3, 2020

RESOLUTION

WHEREAS, Hendricks Appraisal Company, LLC ("Hendricks") responded to the Township's Request for Qualifications pursuant to a fair and open process for a professional services agreement for appraisal services for the year 2020; and

WHEREAS, Hendricks has agreed to provide appraisal services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Hendricks to provide appraisal services to the Township on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____

John O. Gross, Chief Financial Officer

73-20
March 3, 2020

RESOLUTION TO AWARD A CONTRACT TO RING CENTRAL, INC.
FOR UNIFIEDCOMMUNICATIONS SERVICES

WHEREAS, the Townships current telephone equipment installed in 2011 will no longer be supported by the manufacturer and has to be replaced in order to continue internal and external communications; and

WHEREAS, Telecommunication Companies when listed with of the New Jersey Board of Public Utilities are exempt from public advertising pursuant to N.J.S.A. 40A:11-5(f); and

WHEREAS, a committee of the Chief Financial Officer, the Purchasing Agent and IT personnel hired a consultant from Blue Front Technologies Group to help the committee navigate all the current technical products available and to prepare a request for proposal for a hosted cloud-based telephone system; and

WHEREAS, four companies did respond to the RFP, see "Exhibit A" and the companies where all evaluated on what services and costs would be most advantageous to the Townships needs; and

WHEREAS, the committee determined that the services provided by Ring Central Inc. and Telesystem are substantially equivalent; and

WHEREAS, the committee determined, as the current provider, remaining with Telesystem provides ease of implementation; and

WHEREAS, the Chief Financial Officer determined that Ring Central, Inc. provides the substantially equivalent service for 6.3% less, projected over 10 years; and

WHEREAS, the Administration recommends Ring Central, Inc. to be a responsible and responsive vendor whose proposal and agreement is attached as "Exhibit B".

NOW BE IT RESOLVED, by the Council of the Township of West Orange to award a contract to Ring Central, Inc., 20 Davis Drive, Belmont, CA 94002 in the amount of $25,358.00 for installation costs and a monthly service fee of $2,758.00 for the term of 36 months.

BE IT FURTHER RESOLVED, that the Purchasing Agent is authorized to pay said vendor with funds certified by the Chief Financial Officer.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby Certify Funds Available from Account: 03-2544-18-0300-010
$25,358.00 C
01-2010-00-2303-140
$33,096.00 Annual Budget

_____

John O. Gross, CFO

Anlysis of replacing the Township's phone system and (nternewt Service Provider						
		Current	Ring Central	Telesystems	Vonage	BridgeConnex
	Hardware Costs	235,881.36	40,008.00	25,000.00	25,000.00	25,000.00
	Instalation Costs	-	6,895.00	-	9,915.50	5,125.00
	Financing Costs	47,176.27	9,380.60	5,000.00	6,983.10	6,025.00
	120 Month Amortization of Hardware Costs	1,965.68	333.40	208.33	208.33	208.33
	120 Month Amortization of Instalation Costs	-	57.46	-	82.63	42.71
	121 Month Amortization of Financing Costs	393.14	78.17	41.67	58.19	50.21
	Hardware maintenance	1,965.68	333.40	208.33	208.33	208.33
	Telephone Service	3,765.77	2,780.00	3,117.14	4,412.65	4,092.65
	3 Month Discount	-	(231.67)	-	-	-
Telephone Monthly Costs		8,090.26	3,350.76	3,575.47	4,970.14	4,602.23
Internet Service Monthly Costs		3,206.00	2,460.25	2,460.25	2,460.25	2,460.25
POTS (Plain Old Telephone Service) Lines Monthly Costs*		7,416.26	3,708.13	3,708.13	3,708.13	3,708.13
	* Estimated savings					
	Totals	26,802.78	12,869.91	13,319.32	16,108.66	15,372.85
Breakdown of services						
	Unlimited digital VoIP telephone service	no	Unlimited	Unlimited	Unlimited	Unlimited
	SMS Texting	no	Unlimited	1,000 pm	Not Included	Not Included
	E-Fax	no	Unlimited	1,000 ppm	Not Included	Not Included
	HIPPA Compliant Efax	no	Unlimited	1,000 ppm	Not Included	Not Included
	Soft Phones	no	Unlimited	Unlimited	Unlimited	Unlimited
	Call Recording	no	Unlimited	1 hr/phone/day	Not Included	Not Included
Internet Services		Comcast** & Telesystems	Verizon & Comcast***	Verizon & Comcast***	Verizon & Comcast***	Verizon & Comcast***
		** Redundant Lines/ single service				
		*** Redundant Services				

EXHIBIT

"B"

RingCentral®

Payment Schedule	Monthly - Contract Payment Period

Total Pricing for Selected Options (RingCentral Office Services)						
Service	Charge Term	Quantity	Rate	Monthly Subtotal	Annual Subtotal	One-time Subtotal
Office Standard 100 - 999 lines	Monthly - Contract	197	$9.50	$1,871.50	$22,458.00	$0.00
Cost Recovery Fee (DigitalLine Unlimited) (Office Standard 100 - 999 lines)	Monthly - Contract	197	$3.50	$689.50	$8,274.00	$0.00
E911 Fee (DigitalLine Unlimited) (Office Standard 100 - 999 lines)	Monthly - Contract	197	$1.00	$197.00	$2,364.00	$0.00
Polycom VVX250	One - Time	97	$79.00	$0.00	$0.00	$7,663.00
Polycom VVX350	One - Time	100	$108.00	$0.00	$0.00	$10,800.00
	New Service Amount			$2,758.00	$33,096.00	$18,463.00
	Total Initial Amount*			$21,221.00		
*Does not include Taxes and Fees						

Cost Center Billing:

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at invoicebilling@ringcentral.com.

RingCentral

INITIAL ORDER FORM - OFFICE SERVICES

This Initial Order Form is a binding agreement between RingCentral, Inc. (**"RingCentral"**) and **Township of West Orange NJ**, (**"Customer"** or **"You"**) (together the **"Parties"**), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to the terms and conditions specified in the applicable Agreement between the Parties. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties.

Service Provider	
Service Provider	RingCentral, Inc.
Address	20 Davis Drive
City, State & Zip Code	Belmont, CA 94002
Country	USA

Customer	
Customer	Township of West Orange NJ
Address	West Orange New Jersey 07052, USA
City, State & Zip Code	West Orange, NEW JERSEY 07052
Country	United States
Billing Contact Person	
Billing Contact Phone	
Billing Contact E-mail Address	

Service Commitment Period	
Start Date	March 5th, 2020
Initial Term	36 Months
Renewal Term	36 Months

RingCentral

Credit: Customer will be entitled to receive a one-time credit in the amount of $8,805.90. This credit will be applied against charges for recurring Services, (and any taxes and fees associated with those Services), included in future invoices issued by RingCentral to Customer until the total amount of the credit is used. The Customer will be responsible to pay for any additional services and products, including without limitation, additional lines and extensions, one-time services, usage base fees and bundles, IP devices, and their associated taxes and fees. This credit is non-transferable and non-refundable, and the entire amount is void if the Agreement is terminated within the first 30 days; after that, any unused amount will expire immediately upon termination of your Agreement.

IN WITNESS WHEREOF, the Parties have executed this RingCentral Order Form above through their duly authorized representatives.

Township of West Orange NJ		**RingCentral, Inc.**	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

RingCentral Professional Services

Statement of Work for Implementation Services

This RingCentral Professional Services Statement of Work for Professional Services (this "**SOW**") is executed by RingCentral, Inc. ("**RingCentral**"), and Township of West Orange (the "**Customer**") pursuant to, and is subject to, the RingCentral PS Agreement executed by Customer and RingCentral on or about _____, ____ (the "**PS Agreement**"). Capitalized terms used in this SOW but not otherwise defined shall have the respective meanings given to them in the PS Agreement.

Customer:	**Township of West Orange**
Quote/SOW Number:	**U2019-01133239**
Labor Cost:	**$6,895.00**

Project Phases:

- **Multiphase Project. - Per Site**

	Scope of the Phase	Value	Completion Criteria
Phase	Each Site listed in the Appendix B of this SOW constitute an independent Project Phase	Rate per Site per Appendix B (Excluding Taxes)	Completion of all Professional Services described in this SOW for each Site.

The following activities shall be performed in accordance with this Statement of Work and the PS Agreement at the location(s) and for the number of Users and Sites indicated in the attached Appendices:

1. General

1.1. Assignment of a designated Project Manager ("PM") – The RingCentral PM will act as Single Point of Contact (SPOC) for delivery services, following the Project Management Institute (PMI) standard methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):

i. Internal and external kickoff session hosted by RingCentral;
ii. Creation and management of project governance, to include:
    a. Project plan and Schedule;
    b. Communication plan, resource plan, escalation plan, change plan, test plan;
    c. Action and risk register;
iii. Completing resource assignment and scheduling in alignment with project schedule;
iv. Set up of project documentation and timelines in collaboration with designated Customer SPOC;
v. Identifying, communicating and mitigating project risks and issues;
vi. Alignment of scope of services with customer expectations during kickoff;

vii. Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs;
viii. Facilitating and leading regular status update meetings, organize planning sessions and Customer steering committees, as applicable;
ix. Completing scoped migration and go live support; and
x. Performing closure procedures at the conclusion of project activities.

2. <u>RingCentral Office Planning and Design</u>

2.1. RingCentral Planning and Design ("P&D") and Business Requirements Document ("BRD") review – RingCentral will initiate the Planning and Design process and introduce the Business Requirements Document to the Customer. The RingCentral PM will partner with the Customer to schedule discovery to define, capture, record, and review the existing Customer environment. The location(s) and number of users involved in the Planning and Design process are set forth in Appendix A.

The RingCentral Consultant will review the completed BRD form with the Customer to clarify any design questions and recommend best practices prior to execution of final deliverable. The fully reviewed BRD is signed off by Customer's Project Manager and RingCentral's Project Manager prior to moving to deployment.

i. Any changes to the fully executed BRD will require an executed Change Order, and may incur additional fees.
ii. Data captured may include, but is not limited to, the following:
    a. Customer Site Information;
    b. User Upload;
    c. Data collection for End-User and Administrator Training;
    d. Porting data; Call flow(s);
    e. Roles and Permissions;
    f. Delivery Overview;
    g. Go-Live Readiness Report Card;
iii. Delay in completing and returning Customer documentation may result in an adjustment of project timeline and additional fees.

2.2 Network Readiness Assessment – RingCentral will provide the Customer with one (1) assessment of the customer's primary Internet Service Provider (ISP) connection to and from RingCentral. This connection will be at the customer's firewall (edge). RingCentral's Network Engineer will provide the following:

i. RingCentral Network Requirements Documentation;
ii. Satellite Installation Guide;
iii. Assistance with satellite installation;
iv. Document and share results of network assessment for customer reference;

Site assessments not completed prior to Go-Live will result in the forfeiture of the assessment for this project.

There will be a $1000.00 charge to the account if a RingCentral-provided hardware satellite is not returned in ten (10) business days after agreed completion of the assessment.

Additional network assessments or consultations are available to the customer via an executed Change Order and will result in additional fees. This may include additional ISP links or sites.

3. RingCentral Office Build

3.1. RingCentral User Interface ("UI") Build Out

i. RingCentral will remotely configure the user interfaces in the system ("UI Build Out") based on the specifications agreed to between the parties in the BRD.

ii. The UI Build Out will include the features and applications listed in this Section, for up to the number of Users, and the locations set forth in Appendix B.

iii. Additional Users and locations not listed in Appendix B are subject to additional fees via executed Change Order

iv. The UI Build Out will include:

a. Core Office scripting and UI administration

b. Users – This portion of the UI Build Out includes the following:

- Extension Number;
- First Name;
- Last name;
- Email address; and
- E911 Address (Customer shall verify that this address is correct in the system within twenty-four (24) hours of notification by RingCentral Personnel that the UI Build Out is complete)

c. Auto Attendant - This portion of the UI Build Out includes the following (as agreed upon and documented in the BRD):

- Configuration of the Call Flows for the routing of calls during business hours including:
  1. Setup of Auto Receptionist features;
  2. Routing and/or IVR menu creation; and
  3. Advanced Rules setup needed for routing menus
- Configuration of the Call Flows for the routing of calls after business hours, including the setup of Auto Receptionist features, routing and/or IVR menu creation, and the Advanced Rules setup needed for routing menus.

d. Call Routing - This portions of the UI Build Out includes the following (as agreed upon and documented in the BRD):

- Configuration of the groups to be used for call routing including Virtual Extensions, Call Queue Groups, Message and Announcement Only Extensions.

v. Customizations on individual User endpoints, or phone settings, are not included in the included standard UI Build Out.

a. Individual endpoint customization includes, but not limited to:

- Custom button mapping;
- Presence;
- Intercom;
- Forwarding; or
- Speed dials.

b. Individual endpoint customization is available to the customer via change request at an additional charge.

4. **RingCentral Delivery Services**

4.1. Remote Delivery and Go Live Services

i. RingCentral will provide remote go live services to complete the following:
   a. Delivery resource during remote Go Live as defined in Appendix B;
   b. Document open issues in action log;
   c. Transition into support services;
   d. Perform closure procedures at the conclusion of project activities

ii. Customer responsibilities:
   a. Customer is responsible for handset placement at locations listed in Appendix B
      - RingCentral to provide instructions and best practices for handset placement, test, and endpoint registration
   b. Customer is responsible for decommission and disposal of any legacy equipment

5. **RingCentral Training Services**

5.1. Admin Training – RingCentral Professional Services will provide resources to complete the following:

i. Up to two (2) hours of remote admin training

ii. Sessions cover the following:
   a. Building, activating, disabling and deleting users;
   b. Managing user settings with role, templates, and User groups (if applicable);
   c. Managing system setup and maintenance via the Admin Portal including phone company info, caller ID, and directory assistance;
   d. Managing phones and numbers including assisted provisioning;
   e. Call flow management;
   f. Reports and call logs; and
   g. Familiarization with Support/Training/Help resources

iii. Session recordings are included at no additional cost

iv. Online, self-service admin training at RingCentral University included at no additional cost
   a. Webinars & Videos, Getting Started Tutorials, and User Guides

v. Custom admin training, documentation, and videos available at an additional cost via executed Change Order

vi. Additional admin sessions are available to the customer via Change Request at an additional charge

vii. Helpdesk training sessions are available to the customer at an additional cost via executed Change Order

5.2. End User Training - RingCentral Professional Services will provide resources to complete the following:

i. Any combination of the following one (1) hour remote end user training sessions for a total of up to two (2) sessions:
   a. Standard End User
   b. Train the Trainer (Standard End User)
   c. Exec Assistant/Front Desk
   d. Remote User

ii. Session recordings included at no additional cost

iii. Online, self-service end user training at RingCentral University included at no additional cost
   a. Webinars & Videos, Getting Started Tutorials, and User Guides

iv. Custom end user training, documentation, and videos available at an additional cost via change request
v. Additional end user sessions are available to the customer via Change Request at an additional charge

6. **Customer Responsibilities** – The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:
   i. The customers LAN/WAN infrastructure;
   ii. Network minimum requirements for RingCentral as a Service model;
      a. Quality of Service (QoS) configuration;
      b. Firewall or Access Control List (ACL) configuration;
      c. Power over Ethernet (POE) port activation / configuration;
   iii. Configuration and software installation on customer PCs;
   iv. Decommission and disposal of any legacy equipment;
   v. Customizations on individual User endpoints, or phone settings (as defined in section 3.1.v);
   vi. Provide work space for RingCentral on-site personnel (as scoped);
   vii. Overhead paging;
   viii. Postage Machines;
   ix. Credit Card or Point of Sale (POS) Machines;
   x. Door buzzer or Automatic Door Controller;
   xi. Third party SIP phones;
   xii. Headsets;
   xiii. Analog Devices.

7. **Customer's Telephone Number Porting** –The Customer is responsible for authorizing the telephone number porting by RingCentral. RingCentral shall provide guidance on porting data collection, and shall assist with submission of porting request(s). This effort pertains to those locations identified in Appendix B. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers.
   i. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each Site:
   ii. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmissions per location or 90 days from submission, whichever occurs first;
      a. Any additional port rejections will be the responsibility of the Customer;
      b. Customer shall provide RingCentral all appropriate Letters of Authorization ("LOA"'s), billing information, and authorized signer for each location;
      c. Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers;

8. **Delays and Changes-** Changes to this SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order,**") a sample of which is attached as Appendix C to this SOW), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer

documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and additional fees. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees.

9. **Project Phasing.** - The Professional Services may be delivered in one or more phases as set forth in this SOW. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase ("Project Phases"). Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and Payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

IN WITNESS WHEREOF, the Parties have executed this RingCentral Professional Services Statement of Work for Implementation Services below through their duly authorized representatives.

Customer	**RingCentral**
Township of West Orange	**RingCentral, Inc.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RingCentral Professional Services
Statement of Work for Professional Services
Appendix A
Planning and Design Location

Planning and Design Location Address(s):	Up to # of Users
Remote	197

RingCentral Professional Services
Statement of Work for Professional Services
Appendix B

Site	Address	Number of Users	Deployment Type	Number of Site Visits	Rate per Site
Township Hall	66 Main St. West Orange, NJ 07052	44	Remote	0	$1,540.00
Art Center	549 Valley Rd. West Orange, NJ 07052	4	Remote	0	$140.00
Health Center	10 Gaston St. West Orange, NJ 07052	6	Remote	0	$210.00
Grounds Maint.	10 Franklin Rd. West Orange, NJ 07052	1	Remote	0	$35.00
Tower	2 Marcella Ave. West Orange, NJ 07052	1	Remote	0	$35.00
Engineering / DPW	25 Lakeside Ave. West Orange, NJ 07052	15	Remote	0	$525.00
Fire House 1	415 Valley Rd. West Orange, NJ 07052	13	Remote	0	$455.00
Fire House 2	84 Washington St. West Orange, NJ 07052	2	Remote	0	$70.00
Fire House 3	93 Ridgeway Ave. West Orange, NJ 07052	4	Remote	0	$140.00
Fire House 4	280 Pleasant Valley Way West Orange, NJ 07052	4	Remote	0	$140.00
Fire House 5	25 Mount Pleasant Place West Orange, NJ 07052	17	Remote	0	$595.00
Animal Shelter	311 Watchung Ave. West Orange, NJ 07052	2	Remote	0	$70.00
Pool	60 ½ Cherry Street West Orange, NJ 07052	13	Remote	0	$455.00
Police	60 Main Street West Orange, NJ 07052	64	Remote	0	$2,240.00
Katz Center	650 Pleasant Valley Way West Orange, NJ 07052	3	Remote	0	$105.00
Police Sub-Station	92 Washington St. West Orange, NJ 07052	4	Remote	0	$140.00
	Total	**197**			$6,895.00

EXHIBIT

"A"

Location	Product	Quantity	List Cost	Unit Cost	MRR	NRC
Township Hall	Shipping	44	$15.00	$7.50	-	$330.00
66 Main Street West Orange, NJ 07052	Implementation Support	-	$400.00	$400.00	-	$400.00
	VBC Custom Webinar Training Package	1	$350.00	$350.00	-	$350.00
	VBC Pro VoIP Onsite Install Per Location	1	$250.00	$250.00	-	$250.00
	VBC Pro VoIP Onsite Install Service Add On, Per Device	44	$20.00	$11.00	-	$484.00
	Amazon Chime	44	$15.00	$0.00	$0.00	-
	Call Group	1	$4.99	$4.99	$4.99	-
	Local Company Number	1	$9.99	$0.00	$0.00	-
	Unlimited Extension	44	$39.99	$17.99	$791.56	-
	US Fax Number	25	$14.99	$7.99	$199.75	-
	Yealink T42S with Power Supply Rental	44	$7.99	$2.99	$131.56	-
					$1,127.86	**$1,814.00**
Art Center	Shipping	4	$15.00	$7.50	-	$30.00
549 Valley Road	Implementation Support	-	$400.00	$400.00	-	$400.00
	Amazon Chime	4	$15.00	$0.00	$0.00	-
	Call Group	1	$4.99	$4.99	$4.99	-
	Local Company Number	1	$9.99	$0.00	$0.00	-
	Unlimited Extension	4	$39.99	$17.99	$71.96	-
	Yealink T42S with Power Supply Rental	4	$7.99	$2.99	$11.96	-
					$88.91	**$430.00**
Health Center	Shipping	6	$15.00	$7.50	-	$45.00
10 Gaston St	Implementation Support	-	$400.00	$400.00	-	$400.00
	Amazon Chime	6	$15.00	$0.00	$0.00	-
	Call Group	1	$4.99	$4.99	$4.99	-
	Local Company Number	1	$9.99	$0.00	$0.00	-
	Unlimited Extension	6	$39.99	$17.99	$107.94	-
	Yealink T42S with Power Supply Rental	6	$7.99	$2.99	$17.94	-
					$130.87	**$445.00**
Ground Maintenance	Shipping	1	$15.00	$7.50	-	$7.50
110 Franklin Ave	Implementation Support	-	$400.00	$400.00	-	$400.00
	Amazon Chime	1	$15.00	$0.00	$0.00	-
	Call Group	1	$4.99	$4.99	$4.99	-
	Local Company Number	1	$9.99	$0.00	$0.00	-
	Unlimited Extension	1	$39.99	$17.99	$17.99	-
	Yealink T42S with Power Supply Rental	1	$7.99	$2.99	$2.99	-
					$25.97	**$407.50**
Tower	Shipping	1	$15.00	$7.50	-	$7.50
2 Marcella Ave	Implementation Support	-	$400.00	$400.00	-	$400.00
	Amazon Chime	1	$15.00	$0.00	$0.00	-
	Call Group	1	$4.99	$4.99	$4.99	-
	Local Company Number	1	$9.99	$0.00	$0.00	-
	Unlimited Extension	1	$39.99	$17.99	$17.99	-
	Yealink T42S with Power Supply Rental	1	$7.99	$2.99	$2.99	-
					$25.97	**$407.50**
Engineering/ DPW	Shipping	15	$15.00	$7.50	-	$112.50
25 Lakeside Ave	Implementation Support	-	$400.00	$400.00	-	$400.00
	Amazon Chime	15	$15.00	$0.00	$0.00	-
	Call Group	1	$4.99	$4.99	$4.99	-
	Local Company Number	1	$9.99	$0.00	$0.00	-
	Unlimited Extension	15	$39.99	$17.99	$269.85	-
	Yealink T42S with Power Supply Rental	15	$7.99	$2.99	$44.85	-

					$319.69	$512.50
Fire House 1	Shipping	13	$15.00	$7.50	-	$97.50
415 Valley Road	Implementation Support	-	$400.00	$400.00	-	$400.00
	Amazon Chime	13	$15.00	$0.00	$0.00	-
	Call Group	1	$4.99	$4.99	$4.99	-
	Local Company Number	1	$9.99	$0.00	$0.00	-
	Unlimited Extension	13	$39.99	$17.99	$233.87	-
	Yealink T42S with Power Supply Rental	13	$7.99	$2.99	$38.87	-
					$277.73	$497.50
Fire House 2	Shipping	2	$15.00	$7.50	-	$15.00
84 Washington Street	Implementation Support	-	$400.00	$400.00	-	$400.00
	Amazon Chime	2	$15.00	$0.00	$0.00	-
	Call Group	1	$4.99	$4.99	$4.99	-
	Local Company Number	1	$9.99	$0.00	$0.00	-
	Unlimited Extension	2	$39.99	$17.99	$35.98	-
	Yealink T42S with Power Supply Rental	2	$7.99	$2.99	$5.98	-
					$46.95	$415.00
Firehouse 3	Shipping	4	$15.00	$7.50	-	$30.00
93 Ridgeway Avenue	Implementation Support	-	$400.00	$400.00	-	$400.00
	Amazon Chime	4	$15.00	$0.00	$0.00	-
	Call Group	1	$4.99	$4.99	$4.99	-
	Local Company Number	1	$9.99	$0.00	$0.00	-
	Unlimited Extension	4	$39.99	$17.99	$71.96	-
	Yealink T42S with Power Supply Rental	4	$7.99	$2.99	$11.96	-
					$88.91	$430.00
Firehouse 4	Shipping	4	$15.00	$7.50	-	$30.00
280 Pleasant Valley Way	Implementation Support	-	$400.00	$400.00	-	$400.00
	Amazon Chime	4	$15.00	$0.00	$0.00	-
	Call Group	1	$4.99	$4.99	$4.99	-
	Local Company Number	1	$9.99	$0.00	$0.00	-
	Unlimited Extension	4	$39.99	$17.99	$71.96	-
	Yealink T42S with Power Supply Rental	4	$7.99	$2.99	$11.96	-
					$88.91	$430.00
Firehouse 5	Shipping	17	$15.00	$7.50	-	$127.50
25 Mount Pleasant Place	Implementation Support	-	$400.00	$400.00	-	$400.00
	Amazon Chime	17	$15.00	$0.00	$0.00	-
	Call Group	1	$4.99	$4.99	$4.99	-
	Local Company Number	1	$9.99	$0.00	$0.00	-
	Unlimited Extension	17	$39.99	$17.99	$305.83	-
	Yealink T42S with Power Supply Rental	17	$7.99	$2.99	$50.83	-
					$361.65	$527.50
Animal Shelter	Shipping	2	$15.00	$7.50	-	$15.00
311 Watchung Ave.	Implementation Support	-	$400.00	$400.00	-	$400.00
	Amazon Chime	2	$15.00	$0.00	$0.00	-
	Call Group	1	$4.99	$4.99	$4.99	-
	Local Company Number	1	$9.99	$0.00	$0.00	-
	Unlimited Extension	2	$39.99	$17.99	$35.98	-
	Yealink T42S with Power Supply Rental	2	$7.99	$2.99	$5.98	-
					$46.95	$415.00
Pool	Shipping	13	$15.00	$7.50	-	$97.50
60 1/2 Cherry Street	Implementation Support	-	$400.00	$400.00	-	$400.00
	Amazon Chime	13	$15.00	$0.00	$0.00	-
	Call Group	1	$4.99	$4.99	$4.99	-
	Local Company Number	1	$9.99	$0.00	$0.00	-
	Unlimited Extension	13	$39.99	$17.99	$233.87	-
	Yealink T42S with Power Supply Rental	13	$7.99	$2.99	$38.87	-
					$277.73	$497.50
Police	Shipping	64	$15.00	$7.50	-	$480.00

BRIDGECONNEX COMMUNICATIONS

Quote

BridgeConnex
141 Chestnut Street
North Attleboro, MA 02760
United States

T: 888.749.3510

Quote #	**482 v8**
Date	**September 17, 2019**
Expires	**November 28, 2019**
Contact	**Linda O'Neill**

Prepared for Township of West Orange
Mario Trafficante
66 Main Street
West Orange, NJ 07052
United States
E: mjt@bluefrontgroup.com

ACCEPT QUOTE

BridgeConnex HPBX - Shared Model - No Phones

MRC - Monthly Recurring Charges

Item	Qty	Price	Total
Business Extension Plan - Shared-Measured-SKY • Includes one extension which can have up to 10 registered devices • All standard Hosted PBX features included	197	$9.95	**$1,960.15**
Metered Call Path • Includes inbound calling (non toll-free). • Default domestic rate $0.039 unless bu' lled with calling plan.	65	$1.95	**$126.75**
20,000 Pre-Paid Domestic (US/Canada) M' iutes • Includes 20,000 minutes per mor ĺ of outbound calling to the US & Canada • Does not include international calling or Toll Free inbound calls	1	$500.00	**$500.00**
Domestic Telephone Number (DID) One DID or Telephone Number (TN)	200	$0.99	**$198.00**
Caller ID Name & Number Cost per DID for inbound Name and Number Caller ID. Number is provided standard. This charge is for adding NAME inbound.	200	$0.99	**$198.00**
SKY ReachUC Mobility SKY ReachUC Standard Mobility provides **ALL USERS** on the system a iOS or Android compatible softphone which peers with their primary extension. This provide standard call handling to make and and receive calls from their mobile device as if they were still in the office. Users can transfer and park calls as well and access voicemail.	1	$0.00	**$0.00**

Item	Qty	Price	Total
E911 Service Charge	16	$5.95	**$95.20**
Monthly E911 Service Fee per unique physical address per BridgeConnex Terms of Service.			
Polycom VVX 311 - Rental	197	$5.15	**$1,014.55**

- 3.2" Backlit Greyscale display
- 6 lines or Speed Dial keys
- HD Voice technology
- Two-port gigabit Ethernet 10/100/1000

Phone rental term equivalent to contract term specified on this sales agreement.

Phone covered under warranty for entire contract term.

Total Recurring	**$4,092.65 USD**

NRC - Non Recurring Charges

Item	Qty	Price	Total
Local Number Port (LNP)	200	$1.00	**$200.00**
Fee per telephone number ported			
Remote Configuration, Phone Programming & Training	197	$25.00	**$4,925.00**
Config-Program-Bench Test-Cost per phone			

Total Due	**$5,125.00 USD**

Cost Breakdown

Type	NRC - Non Recurring Charges	MRC - Monthly Recurring Charges
Service	—	$2,578.10*
USAGE	—	$500.00*
Item	$5,125.00	—
PHONE	—	$1,014.55*
Total	**$5,125.00 USD**	**$4,092.65 USD***

** Recurring fees billed monthly with 0 upfront payment(s).*

ACCEPT QUOTE

Sales Partner

CONTRACT TERM LENGTH: THREE YEAR

BridgeConnex HPBX Terms & Conditions

Send to Customer

RFQ# 0638049385

Telesystem

Telecom Service Quote For

Township of West Orange
66 MAIN ST, WEST ORANGE, NJ, 07052

About Telesystem

Telesystem offers voice, data, cloud, and security solutions to empower businesses across the country. Guided by our customer-centric mission, we work alongside our trusted partners to design unique solutions to address the business-specific needs of each customer. This includes offerings such as Secure Internet as a Service, Secure SD-WAN, Broadband Monitoring and Billing Aggregation, Hosted VoIP, SIP Trunks, Dedicated Internet Access, and Managed Computing Services. Telesystem has grown its customer base to serve over 21,000+ locations including hospitals, universities, local public and private school districts, banks, and regional government offices.

Quote Summary Export

Quotes Shown here are budgetary and must be confirmed by Telesystem at time of order.

Hosted PBX			
Service Location	Term	Monthly ($)	Install ($)
Township Hall: 66 MAIN ST, WEST ORANGE, NJ, 07052	36	668.67	0.00
Art Center: 549 VALLEY RD, WEST ORANGE, NJ, 07052	36	47.60	0.00
Health Center: 10 GASTON ST, WEST ORANGE, NJ, 07052	36	106.40	0.00
Grounds Maintenance: 110 FRANKLIN AVE, WEST ORANGE, NJ, 07052	36	11.90	0.00
Tower: 2 MARCELLA AVE, WEST ORANGE, NJ, 07052	36	11.90	0.00
Engineering/DPW: 25 LAKESIDE AVE, WEST ORANGE, NJ, 07052	36	213.50	0.00
Fire House 1: 415 VALLEY RD, WEST ORANGE, NJ, 07052	36	189.70	0.00
Fire House 2: 84 WASHINGTON ST, WEST ORANGE, NJ, 07052	36	23.80	0.00
Fire House 3: 93 RIDGEWAY AVE, WEST ORANGE, NJ, 07052	36	47.60	0.00
Fire House 4: 280 PLEASANT VALLEY WAY, WEST ORANGE, NJ, 07052	36	47.60	0.00
Fire House 5: 25 MOUNT PLEASANT PL, WEST ORANGE, NJ, 07052	36	237.30	0.00
Animal Shelter: 311 WATCHUNG AVE, WEST ORANGE, NJ, 07052	36	23.80	0.00
Pool: 60 1/2 CHERRY ST, WEST ORANGE, NJ, 07052	36	189.70	0.00
Police: 60 MAIN ST, WEST ORANGE, NJ, 07052	36	796.60	0.00
Katz Center: 660 PLEASANT VALLEY WAY, WEST ORANGE, NJ, 07052	36	35.70	0.00
Police Sub-Station: 92 WASHINGTON ST, WEST ORANGE, NJ, 07052	36	47.60	0.00

Voice Services			
Service Location	Term	Monthly ($)	Install ($)
Township Hall: 66 MAIN ST, WEST ORANGE, NJ, 07052	36	28.44	0.00

	Total Monthly ($)	Total Install ($)
Grand Totals - 36 Months	**2,727.81**	**0.00**

The quote information shown is based upon the specific location information, requirements, and terms shown below.

Quote Details Export

(07324) 66 MAIN ST, WEST ORANGE, NJ, 07052

Telesystem

Quote Date: 09/11/2019
Valid Through: 12/11/2019

Hosted PBX
3yr Term

74-20
March 3, 2020

RESOLUTION

WHEREAS, Allied Risk Management Services ("ARMS") responded to the Township of West Orange Insurance Fund Commission's Request for Qualifications pursuant to a fair and open process for the year 2020 for a professional services agreement to serve as a Risk Management Consultant; and

WHEREAS, ARMS has agreed to provide risk management consultation services for the calendar year 2020 to the West Orange Insurance Fund Commission, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Mayor has recused himself from the renewal of the Agreement including the execution of the Agreement; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township's Business Administrator be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain ARMS to provide risk management consultation services to the Township of West Orange Insurance Fund Commission on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

SERVICES AGREEMENT BETWEEN ALLIED RISK MANAGEMENT SERVICES AND THE TOWNSHIP OF WEST ORANGE INSURANCE FUND COMMISSION

This service agreement is between the West Orange Insurance Fund Commission ("WOIFC") and Peter Soriero, D/B/A Allied Risk Management Services ("ARMS") 5101 Route 33, Suite G, Wall, NJ 07727.

SECTION ONE: SCOPE OF SERVICES

For the period January 1, 2020 to December 31, 2020, ARMS hereby agrees to serve as a consultant to the WOIFC. The scope of services provided by ARMS is as follows:

- Assist the Township of West Orange in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
- Assist Township of West Orange in understanding the various insurance policies and coverage currently in place.
- Determine if current coverage is adequate or excessive.
- Create a spreadsheet of all current policies with limits, premiums, renewal dates and other pertinent information, the purpose of which is to keep the Township informed of coverage and renewal dates.
- Advise the Township's insurance brokers of expected dates of renewal proposals. This will improve the Township's ability to analyze proposals with ample time prior to renewal.
- Review Certificates of Insurance from contractors, vendors and professionals when requested by the Township.
- Assist the Township in the preparation of its annual insurance budget.
- Review in-house procedures for claims reporting and review claims on a quarterly basis to determine trends and problem areas.
- At the request of the Township, attend any Insurance Fund meetings.

SECTION TWO: COMPENSATION

The WOIFC agrees to pay the ARMS the sum of $24,000 for the twelve-month contractual period for the services listed in Section 1. Payments will be made in equal quarterly installments in the amount of $6,000 on or about April 1, 2020, July 1, 2020, October 1, 2020 and December 31, 2020. Payment is based on the availability of funds for the covered period.

SECTION THREE: BILLING PROCEDURES

ARMS shall submit the proper vouchers or invoices to the WOIFC in accordance with applicable law and regulations. Failure to submit invoices within 30 days of the conclusion of a quarter shall void the payment to ARMS for that quarter.

SECTION FOUR: STATUS OF CONSULTANT

It is hereby agreed that ARMS is an independent contractor and is not considered an employee of the Township of West Orange during the performance of his duties as outlined in Section One. The Township of West Orange and the WOIFC agree to defend the consultant in the event a claim or lawsuit is bought against the Township or the WOIFC for any actions alleging negligence with respect to the administration of the insurance programs. It is also understood that the Township of West Orange and the WOIFC will cooperate fully with the consultant in the performance of his duties as outlined in Section One.

SECTION FIVE: NON ASSIGNMENT

Consultant is prohibited from assigning this agreement to any other parties without the written authorization from the Town or the WOIFC.

SECTION SIX: TERM, TERMINATION and JURISTICTION

The term of this agreement is for twelve (12) months commencing on January 1, 2020 and ending on December 31, 2020. It is understood that the continuation of this contract is pending the availability of funds in subsequent fiscal years and if the funds are not available in subsequent fiscal years than this agreement shall be canceled. The terms of this agreement are subject to the laws of the State of New Jersey and any disputes between the parties shall be heard in the applicable court of law. This agreement may be cancelled with thirty (30) days' written notice by either party.

WOIFC and ARMS agree that West Orange Mayor Robert D. Parisi has not been involved in any aspect of this Agreement, including, but not limited to, solicitation, negotiation, consideration or award of this Agreement.

In witness whereof, the signatures below verify the acceptance of the terms of this agreement by the parties involved. Signed on this day in the month of January in the year 2020.

PETER SORIERO

WITNESS

JOHN K. SAYERS, BUSINESS ADMINISTRATOR

ATTEST: Karen J. Carnevale, R.M.C.

75-20
March 3, 2020

RESOLUTION

WHEREAS, the law firm of Bourne, Noll & Kenyon, principally Ed Matthews, Esq., has provided professional services to the Township of West Orange in connection with residential real estate tax appeals since January 2013; and

WHEREAS, Bourne, Noll & Kenyon provided responses to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020; and

WHEREAS, Bourne, Noll & Kenyon has agreed to provide professional services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A;"** and

WHEREAS, the Law Department recommends retention of Bourne, Noll & Kenyon as special counsel to the Township for the purpose of representing the Township in residential real estate tax appeals; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Bourne, Noll & Kenyon for the provision of commercial real estate tax appeal services on a flat fee basis of $3,250 per month and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____	_____
Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Municipal Clerk	**Council President**

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

AGREEMENT FOR NON-COMMERCIAL REAL ESTATE TAX APPEAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **EDWIN MATTHEWS, ESQ.** of **BOURNE NOLL & KENYON** ("Bourne Noll & Kenyon"), Attorneys at Law of the State of New Jersey, located at 382 Springfield Avenue, Summit, New Jersey 07901, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the Township has determined that it is in the best interests of the Township to retain the services of Special Counsel to represent the Township in connection with non-commercial real estate tax appeals on a flat fee basis;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Township hereby retains the services of Bourne Noll & Kenyon, as Special Counsel to assist the Township in connection with non-commercial real estate tax appeals for the period January 1, 2020 through December 31, 2020 at a flat rate of $3,250 per month.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the approval of the Township Attorney.

4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all non-commercial real estate tax appeals pending or

commenced in the Tax Court of New Jersey against the Township and preparation and appearance for matters pending or commenced at the Essex County Board of Taxation.

5. COUNSEL shall coordinate all efforts with the Tax Assessor and keep the Tax Assessor and Township Attorney fully apprised concerning all matters.

6. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body passes a duly authorized Resolution accompanied by a Certificate of Funds.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

9. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

10. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

Dated:

By: _____
ROBERT D. PARISI, MAYOR

Dated:

BOURNE NOLL & KENYON

WITNESS:
Colleen Adamson

Dated: 2/26/20

By: Edwin R Matthews
EDWIN R. MATTHEWS, ESQ.
For the Firm

Dated: 2/26/20

77-20
March 3, 2020

RESOLUTION

WHEREAS, Fox Rothschild, LLP ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Labor Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor Counsel at an hourly rate of $175; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

Exhibit "A"

ANNUAL AGREEMENT FOR SERVICES OF THE ASSISTANT TOWNSHIP ATTORNEY

THIS AGREEMENT made and entered into on this ____ day of February, 2020, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", and Kenneth W. Kayser, Esq., an Attorney at Law of the State of New Jersey, with a principal place of business at 120 Eagle Rock Avenue, E. Hanover, New Jersey 07936, and a business mailing address of P.O. Box 2087, Livingston, New Jersey 07039, hereinafter referred to as "COUNSEL", and for the term of one year, to commence on January 1, 2020 and expire on December 31, 2020.

WITNESSETH THAT:

WHEREAS, The Township of West Orange is a Faulkner Act Mayor-Council Form of government with a Law Department established by Ordinance, the Director of which is the Township Attorney; and

WHEREAS, the Township Attorney, with the Mayor's approval, has requested the appointment of COUNSEL to the position of Assistant Township Attorney subject to the approval of the Township Council, which has approved of COUNSEL'S appointment; and

WHEREAS, *N.J.S.A.* 40A:9-139, requires that the appointment of municipal attorneys be limited to a term of one year, and *N.J.S.A.* 40A:11-15, provides that professional services contracts shall not exceed twelve months; and

WHEREAS, the TOWNSHIP provides for payment of the Assistant Township Attorney at the rate of $ 31,500.00 per year, as set currently by the Township's salary ordinance, which includes payment for COUNSEL's representation of the TOWNSHIP in its general legal matters, but not for litigation, arbitrated or mediated matters, in which the Township has an adversary, and which are to be billed separately and by the hour at the rate provided in the TOWNSHIP's Attorney Billing Guidelines;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Scope of Services**. The TOWNSHIP hereby retains the services of Kenneth W. Kayser, Esq., as Assistant Township Attorney for the TOWNSHIP OF WEST ORANGE, to assist the Township Attorney by providing the same general legal services on behalf of the TOWNSHIP as provided by State statutes, regulations and the Revised General Ordinances of the TOWNSHIP, including, but not limited to: (i) providing legal advice to the Mayor, Council, and Department Directors, in their day to day operation of the TOWNSHIP's government, including, but not limited to, compliance with the Local Public Contracts Law, the Open Public Meetings Act, the Open Public Records Act, the Local Finance Law, Local Budget Law, Civil Service Law, etc.; (ii) legal research and drafting of legal opinions, contracts, agreements, resolutions and ordinances required for the effective and efficient operation of the TOWNSHIP's government; (iii) providing legal advice regarding policy initiatives and changes; (iv) representing the TOWNSHIP's interests in the purchase and sale of real property, and other property; (v) enforcement of licensing and regulatory ordinances of the TOWNSHIP, etc.; (vi) representation of the Township in any and all judicial and administrative proceedings, whether before a Judge, Arbitrator, or Mediator, in which the Township, or any of its officers in their official capacity, may have an interest; and (vii) related matters, all as specifically delegated by and at the direction and under the supervision of the Township Attorney so that there shall be no duplication of services and to maximize the efficiency and effectiveness of the operation of the Law Department.

The Scope of Services shall include matters of litigation, arbitration or mediation in which the TOWNSHIP has an adversary, but in all such matters, COUNSEL shall be paid at an hourly rate separate and apart from, and in addition to, the salary paid for representation of the TOWNSHIP in its general legal matters. The Assistant Township Attorney shall have the

responsibility for reviewing and approving legal service invoices submitted by Special Counsel when requested to do so by the Township Attorney to avoid any conflict of interest.

2. **Salary and Hourly Rate.** For representation of the Township in its general legal matters, COUNSEL shall be paid an annual retainer in the amount as set forth in the current salary ordinance for the TOWNSHIP, currently $31,500.00 per year, to be paid in twelve equal monthly installments, each in the amount of $2,625.00 , each installment due on the 1st day of the month. For matters of litigation, arbitration or mediation in which COUNSEL performs legal services for the TOWNSHIP in an adversarial setting, COUNSEL shall be paid at the hourly rate provided in the TOWNSHIP's Attorney Billing Guidelines for those legal services reasonably necessary to provide competent and adequate representation of the TOWNSHIP's interests, payment for all such services to be subject to governing body approval.

3. **Submission and Content of Invoices.** COUNSEL shall be entitled to payment for services rendered in adversarial matters upon submission of invoices to the TOWNSHIP on a monthly basis. The invoices shall set forth in detail the time expended each day and description of the services rendered. All invoices shall, at a minimum, set forth: (i) the name of the matter; (ii) date(s) of services rendered; (iii) the attorney's name, initials, or other such identification; (iv) the attorney's hourly rate; (v) total charge for the task or billing entry; (vi) detailed description of the service rendered; and (vii) the amount of time spent on the particular task. COUNSEL shall not block bill for any services rendered. For purposes of this Agreement, "block billing" shall refer to the practice of grouping together multiple activities or tasks under one (1) time entry.

4. **Reimbursement for Expenses.** COUNSEL may seek reimbursement for actual expenses reasonably incurred, such as postage, copying, mileage, meals, parking, court reporters or delivery of documents in accordance with the TOWNSHIP's Billing Guidelines. The amounts for such expenses shall be itemized on the monthly invoices provided to the TOWNSHIP.

5. **Administrative Work, Secretarial Services and Multiple Attorney Billing.** COUNSEL shall not bill the TOWNSHIP for office overhead expenses such as secretarial or administrative support staff and billing for multiple attorneys for internal conferences or attendance at outside meetings and events should be discouraged and minimized.

6. **Billing for Travel Time.** COUNSEL may bill the TOWNSHIP for travel time to and from any destinations in connection with matters of litigation, arbitration or mediation which COUNSEL is handling for the TOWNSHIP at one-half of the normal hourly rate for such matters.

7. **Coordination of Representation.** COUNSEL shall coordinate and regularly communicate with the appropriate TOWNSHIP officials, department heads, TOWNSHIP employees and any others involved, regarding the status of various legal matters and the need for information and cooperation on their part.

8. **Professional Liability Coverage Required.** At all times during COUNSEL's retention by the TOWNSHIP, COUNSEL shall comply with the applicable New Jersey Court Rules requirements for professional liability coverage. COUNSEL shall maintain in good standing one or more policies of lawyers' professional liability insurance which shall insure COUNSEL's firm against liability imposed upon it by law for damages resulting from any claim made against it by its clients arising out of the performance of professional services by attorneys employed by the firm in their capacities as attorneys.

9. **Township Representations.** COUNSEL is hereby placed on notice that **no** Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage on behalf of the Township the provision of legal services; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess.

10. **Applicability of Laws.** The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. **Choice of Law.** This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.).*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____
KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

WITNESS:

_____

KENNETH W. KAYSER

By:_____
KENNETH W. KAYSER

77-20
March 3, 2020

RESOLUTION

WHEREAS, Fox Rothschild, LLP ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2020; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Labor Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor Counsel at an hourly rate of $175; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Michelle Casalino
Council President

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

Exhibit "A"

AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL

THIS AGREEMENT made and entered into on this ____ day of February, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **FOX ROTHSCHILD, LLP**, Attorneys at Law of the State of New Jersey, located at 49 Market Street, Morristown, New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity of Labor Counsel;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor Counsel for the period January 1, 2020 through December 31, 2020 at an hourly rate of $175.00.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as regular mailing postage, copying, mileage, meals, or parking.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel may also seek reimbursement for certain limited administrative costs including costs related to legal research (i.e. Westlaw or Lexus charges) and overnight delivery charges (i.e. Fedex, UPS, etc.). Counsel will not incur any of these extraordinary expenses and/or limited administrative costs without the express written approval of the applicable TOWNSHIP Department Head before these expenses are incurred.

4. COUNSEL'S responsibilities shall include all labor and other assigned matters.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____
KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

FOX ROTHSCHILD, LLP

WITNESS:

By:

78-20
March 3, 2020

RESOLUTION

WHEREAS, Chapter 2, Subsection 9.5 of the Revised General Ordinance of the Township of West Orange requires the Township to appoint a Public Advocate to represent the public interest before various federal, state, and local agencies and board, including the West Orange Planning Board and West Orange Zoning Board of Adjustment; and

WHEREAS, Harvey S. Grossman, Esq. ("COUNSEL"), has served and currently serves as the Public Advocate for the Township; and

WHEREAS, the Law Department recommends retention of COUNSEL to continue to serve as the Public Advocate for the year 2020; and

WHEREAS, COUNSEL has agreed to provide professional services for the calendar year 2020, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A"**; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain COUNSEL to provide services as the Public Advocate at the rates set forth in the agreement annexed hereto as Exhibit **"A"**; and it is further

RESOLVED that notice of this award shall be published and available in the Clerk's office in accordance with applicable law.

_____	_____
Karen J. Carnevale, R.M.C.	**Michele Casalino**
Municipal Clerk	**Council President**

Adopted: March 3, 2020

I hereby certify funds are available from: _____
Account No.

_____
John O. Gross, Chief Financial Officer

EXHIBIT A

AGREEMENT FOR PUBLIC ADVOCATE

THIS AGREEMENT made and entered into on this ____ day of _____, 2020 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **HARVEY S. GROSSMAN, ESQ.**, Attorney at Law of the State of New Jersey, located at 80 Main Street, Suite 530, West Orange, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Public Advocate before the West Orange Planning Board, West Orange Zoning Board of Adjustment or other Federal, State, or local public body as a representative of the public interest;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Public Advocate for the period January 1, 2020 through December 31, 2020 at the following rates:

   (a) $3,500 per year; and

   (b) $250 per meeting to prepare for and attend any and all special meetings which require attendance by the Public Advocate pursuant to Chapter 2, Subsection 9.5 of the Revised General Ordinance of the Township of West Orange, to be paid by the applicant from the applicant's escrow accountant before either the West Orange Planning Board or the West Orange Zoning Board of Adjustment.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval directly from the TOWNSHIP's governing council before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include preparation for and attendance at all meetings, including regular and special meetings of the West Orange Planning Board and West Orange Zoning Board of Adjustment meetings, as well as any other public meetings which require attendance by the Public Advocate pursuant to Chapter 2, Subsection 9.5 of the Revised General Ordinance of the Township of West Orange, and all related matters. COUNSEL shall not be required to attend meetings where the public interest is not implicated.

5. COUNSEL agrees and recognizes that his responsibilities will be consistent with the purpose set forth Chapter 2, Subsection 9.5(b) of the Revised General Ordinance of the Township of West Orange.

6. COUNSEL may not commence litigation without an appropriation in the Municipal Budget upon notice to the TOWNSHIP's Governing Body and COUNSEL shall not exceed the monies appropriated in the budget for litigation expenses.

7. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. In the event COUNSEL undertakes litigation following approval and appropriation from the Township's Governing Body, COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

LAW OFFICE OF HARVEY S. GROSSMAN

WITNESS:

_____

By:_____
HARVEY S. GROSSMAN, ESQ.

2598-20

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XXV, SECTION 25-30.2, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE ENTITLED "HISTORIC PRESERVATION COMMISSION", SUBSECTIONS a. AND b., TO ADD A COUNCIL LIAISON AS AN EX OFFICIO NON-VOTING MEMBER

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex, State of New Jersey, that Chapter XXV, Section 25-30.2 a., and b., of the Revised General Ordinances of the Township of West Orange, entitled "Historic Preservation Commission", "a. Establishment/Membership" and "b. Terms", shall be amended and supplemented to add a Council Liaison as an ex officio member with a year to year term as determined and designated by the Council.

Section 1. The Revised General Ordinances of the Township of West Orange are amended and supplemented to read as follows:

CHAPTER XXV - HISTORIC PRESERVATION COMMISSION

25-30.2 Historic Preservation Commission.

a. Establishment/Membership. There is hereby established an Historic Preservation Commission to be appointed pursuant to statute by the Mayor. The Commission shall consist of seven (7) regular members and two (2) alternate members who shall serve without compensation, and who shall be interested in and able to contribute to the preservation of historic districts, sites, buildings, structures, and objects. At the time of appointment, members shall be designated by the following classes:

1. Class A—A person who is knowledgeable in building design and construction or architectural history and who may reside inside or outside the Township. To the extent available in the community, the Mayor shall appoint professional members who meet the Professional Qualifications set forth for the disciplines of architecture, historic architecture, or architectural history in subsection 25-30.5.

2. Class B—A person who is knowledgeable, or with a demonstrated interest in, local history and who may reside inside or outside the Township. To the extent available in the community, the Mayor shall appoint professional members who meet the Professional Qualifications set forth for the discipline of history in subsection 25-30.5.

3. Class C—Residents of the Township who shall hold no other municipal office, position or employment except for membership on the Planning Board or the Zoning Board of Adjustment.

At least one (1) member shall be designated in Class A, and one (1) member in Class B. Of the seven (7) regular members, at least three (3) members shall be of Classes A and B. At least one (1) resident of an Historic District shall be appointed to the Commission. At the time of appointment, alternate members shall be designated as "Alternate No. 1" and "Alternate No. 2," and shall meet the qualifications of Class C members.

A member of the Main Street Development Corporation shall be designated as liaison between the Commission and the Corporation, and shall be an ex-officio member of the Commission.

A member of the Township Council shall be designated as liaison between the Commission and the Township Council and shall be an ex-officio non-voting member of the Commission.

b. Terms. The term of a regular member shall be four (4) years and the term of an alternate member shall be two (2) years. Notwithstanding any other provision herein, the term of any member common to the Commission and the Planning Board shall be for the term of membership on the Planning Board, the term of any member common to the Commission and the Zoning Board of Adjustment shall be for the term of membership on the Zoning Board of Adjustment; and the term of any member common to the Commission and the Main Street Development Corporation shall be for the term of membership on the Main Street Development Corporation. The terms of the members first appointed pursuant to N.J.S.A. 40:55D-107 shall be so determined that to the greatest practicable extent, the expiration of the terms shall be distributed, in the case of regular members, evenly over the first four (4) years after their appointment, and in the case of alternate members, evenly over the first two (2) years after their appointment, provided that the initial term of no regular member shall exceed four (4) years and the initial term of no alternate member shall exceed two (2) years. The term of the Township Council liaison shall be for one calendar year with appointment made by the Council at the Council’s annual reorganization meeting.

Alternate members may participate in discussions of the proceedings but may not vote except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote.

Section 2. The remainder of Chapter XXV remains unchanged.

Section 3. If any part of this Ordinance is determined to be invalid, such part shall be severed and its invalidity shall not affect the remaining parts of this Chapter.

Section 4. Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this Ordinance shall be and the same are hereby repealed as to and to the extent of such inconsistency.

Section 5. This Ordinance shall take effect upon final passage and publication as required by law.

Karen J. Carnevale, R.M.C., Municipal Clerk

Michelle Casalino, Council President

Robert D. Parisi, Mayor

Introduction: March 3, 2020

Adopted: March 24, 2020

Legislative History

The West Orange Township Council has found value in having a Council liaison designated and appointed to some of the various advisory boards, committees and commissions operating within the Township, providing lines of communication between the citizen volunteers, Township professionals, interested residents participating on and with those bodies and the Township's governing body. Through Council liaisons the Council as a whole is better able to educate itself about and follow the work of such bodies through regular reporting by liaisons to the Council as a whole. The enabling statute for Historic Preservation Commissions in the State of New Jersey has specific and detailed requirements regarding voting membership which precludes a Council liaison from being a voting member of a Historic Preservation Commission and this Ordinance provides that the Council liaison shall be an ex officio non-voting member of the Commission, appointed and designated by vote of the Council at its annual re-organization meeting as has been the custom with respect to other Council liaison positions.

2599-20

AN ORDINANCE AMENDING CHAPTER 2, SECTION 14.2 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (Police Department)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this Ordinance is to update and revise the table of organization for the West Orange Police Department to temporarily increase the maximum number of Lieutenants from 11 to 12 consistent with a recommendation from the Chief of Police.

II. CHAPTER 2, SECTION 14.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-14.2 Department Generally; Table of Organizations.

There is hereby created in and for the Township of West Orange a Police Department which shall consist of a Chief of Police and such members and officers as shall be deemed necessary by the Mayor or his designee ("Mayor") who shall, from time to time, determine the number of persons, including patrolmen, superior officers, temporary officers and members in an emergency, to be appointed to those positions.

a. From the Effective Date of this Ordinance until March 7, 2021, or upon the expiration of the Eligible/Failure Roster issued by the Commission on February 26, 2018 (Title Code 02727, Symbol PM0754V), whichever is later, the Table of Organization for the Police Department shall not exceed a total force of one hundred twenty (120), including the following maximums by rank:

Police Chief – 1
Deputy Police Chief – 2
Captain – 5
Lieutenant – 12
Sergeant – 21
Patrolman – 81

b. Beginning on the March 7, 2021, or upon the expiration of the Eligible/Failure Roster issued by the Commission on February 26, 2018 (Title Code 02727, Symbol PM0754V), whichever is later, the Table of Organization for the Police Department shall not exceed a total force of one hundred twenty (120), including the following maximums by rank:

Police Chief – 1
Deputy Police Chief – 2
Captain – 5
Lieutenant – 11
Sergeant – 21

Patrolman – 81

c. The decrease to the maximum number of Lieutenants effected by subsection b shall not affect any individual who has already achieved the rank of Lieutenant when such decrease becomes operative.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

_____

Karen J. Carnevale, R.M.C.
Municipal Clerk

_____

Robert D. Parisi, Mayor

_____

Michelle Casalino, Council President

Introduced: March 3, 2020

Adopted: March 24, 2020

Legislative History

This Ordinance is intended to update the Table of Organization for the West Orange Police Department to temporarily increase the maximum number of Lieutenants from 11 to 12 consistent with a recommendation from the Police Chief until March 7, 2021, or upon the expiration of the Eligible/Failure Roster issued by the Commission on February 26, 2018 (Title Code 02727, Symbol PM0754V), whichever is later.

HERBST MUSCIANO LLC

February 19, 2020

Leonard Lepore, PE
Municipal Engineer
Department of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

A/E SERVICES PROPOSAL
Roof Replacement and Miscellaneous Work at
Fire Station 1
Fire Station 2 and
Municipal Building
West Orange, NJ 07052

A. PROJECT DESCRIPTION

1) Herbst-Musciano, LLC will provide architectural design and construction contract administration for the work generally described below:

2) Fire Headquarters and Fire Station No. 1:
   a) All Three Sections of the building; Headquarters, Vehicle Bays, Fire Operations Station 1
   b) Removal and replacement of existing roofing membrane and associated flashings.
   c) Correction of possible detail problems as can be accomplished:
      i) Existing curb heights
      ii) Reglets
      iii) Roof Drain sumps
      iv) Base Flashing Details
      v) Counter Flashing
      vi) Condensate Drains
   d) New tapered roof insulation system if possible.
   e) New adhered roof membrane on low-slope areas.
   f) New flashings, sheet metal gutters, leaders and roof accessories as necessary.
   g) Replace rooftop exhaust fans.
   h) Barrier Rail protection for kitchen exhaust (closer than 10' to roof edge).
   i) Upgrade and secure lightning protection on all three building sections.
   j) Add new exhaust fan and MUA unit for Apparatus Bay.
   k) Remove extraneous equipment and wiring.

3) Fire Station No. 2:
   a) Both Sections of the building; Vehicle Bays, Fire Operations
   b) Removal and replacement of existing roofing membrane and associated flashings.
   c) Correction of possible detail problems as can be accomplished:
      i) Existing curb heights
      ii) Reglets
      iii) Roof Drain sumps
      iv) Base Flashing Details
      v) Counter Flashing
      vi) Condensate Drains
   d) Remove unused roof curbs
   e) New roof scuttle assembly

4) Municipal Building

a) Removal and replacement of existing roofing membrane and associated flashings.
b) Correction of possible detail problems as can be accomplished:
   i) Existing curb heights
   ii) Reglets
   iii) Roof Drain sumps
   iv) Base Flashing Details
   v) Counter Flashing
   vi) Condensate Drains
c) Remove unused roof curbs
d) Remove cooling tower and piping to beneath roof surface and cap.
e) Remove unused A/C units on roof with wiring, piping and curbs.
f) Remove unused rooftop equipment, conduit and materials.

B. ARCHITECTURAL DESIGN SERVICES

1. Field Work and Preliminary Design
   a. Assist the Client in refining and developing the project requirements and goals;
   b. Investigate cost effective systems, manufacturers, etc.
   c. Develop conceptual designs and review them with the Client to ascertain realistic alternatives and objectives;
   d. Prepare schematics as may be needed to illustrate project approach.

2. Construction Drawings and Specifications
   a. Based on approved Schematics and any further adjustments in the scope and quality of the project or in the budget, prepare Construction Documents for approval by the Client. These documents will consist of Drawings and specifications setting forth in detail the requirements for the construction of the project.
   b. Construction Documents will be prepared for the following disciplines and components:
      - Demolition and removals.
      - Protection.
      - Curb and flashing details.
      - Warranty requirements.
      - Code requirements.
      - Drain details.
      - Tapered insulation system.
      - Repairs and improvements of current conditions.
      - Membrane system materials and installation.
   c. The Architect will assist Client in connection with the Client's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the project.
   d. The Architect will issue a statement of probable construction cost.

3. Asbestos Containing Material Sampling and Testing
   a. Our Asbestos testing Consultant will conduct an asbestos roof survey of 3 structures:
      1. Firehouse No. 1
      2. Firehouse No. 2
      3. Municipal Building
   b. Federal and State asbestos regulations require that various building materials be presumed to contain asbestos (PACM) unless tested and determined to be free from asbestos. In roofing applications these materials include but are not limited to:
      1. Galbestos
      2. Tar Flashing
      3. Cement Roofing
      4. Roofing Felts
      5. Mastics

6. Waterproofing
7. Asphalt Roofing & Flashing
8. Caulking

c. The EPA has defined the manner and frequency for collecting and analyzing these samples.
d. In order to evaluate whether asbestos materials are present in the above mentioned structure our consultant proposes the following:
    1. A team of Accredited Asbestos Inspectors will conduct an inspection of the three roofs.
    2. The inspectors will identify any suspect asbestos roofing materials that exist.
    3. If suspect asbestos materials are encountered the inspectors will collect samples of the materials. Each collected sample will be given a unique identification label.
    4. Samples of suspect asbestos will be overnighted to a third party laboratory for analysis.
    5. If the results of the laboratory analysis determined that the suspect materials do not contain asbestos or if no suspect materials are encountered, consultant will issue an "Asbestos Free Certification" for each facility.
    6. If it is determined that asbestos is present our consultant will provide assistance in determining appropriate responses.
    7. Provide a report of findings.

4. Construction Contract Administration
    a. Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect will provide administration of the Contract for Construction generally as follows:
        - The Architect will assist the Client in the process of publicly bidding the work.
        - Visit the site at intervals appropriate to the stage of construction to ascertain the progress of the work and its general conformity with the Construction Documents. Conduct up to five (5) job meetings with the Contractor(s) and Client Representative.
        - A full time Roof Monitor can be provided at the work site as an additional service.
        - Review and approve or take the other appropriate action on Contractor's submissions of shop drawings, including pre-engineered components, and product literature with respect to their conformity with the Contract Documents.
        - Review and take action on Contractor's applications for payment.
        - Conduct punch list and final inspections.

4. QUALIFICATIONS
    e. Proposal assumes that this project will be administered and bid as a single overall contract.
    f. This proposal limits the duration of the architect's construction administration services to a period not to exceed 90 calendar days.
    g. This proposal excludes:
        - Site Plan (zoning) approval process.
        - Property Survey.
        - Permit application fees.
        - Abatement of hazardous or otherwise controlled materials.
        - Revisions to documents made after acceptance by the client or jurisdictional agencies or authorities.
        - Revisions to documents due to changes made in field or due to substitution or alteration of specified materials or methods.
        - Fulltime Roof Monitor during construction.
        - Structural Engineering.
        - Special Consultants.
        - Destructive Testing.
    h. The Client shall defend, hold harmless and indemnify the Architect for all claims, expenses, loss or liability (including attorney's fess) incurred during the construction and/or use of the facility when constructed in accordance with plans and specifications prepared under the terms of this agreement, except as solely by reason of the acts or omissions or negligence of the Architect. Such indemnity

shall extend to include all claims, expenses, loss or liability, which occurs due to construction material or methods not in complete conformity with the requirements of the plans and specifications.

i. Any controversy, dispute or question arising out of, in connection with or in relation to this agreement or its interpretation or performance or breach thereof shall be determined by arbitration conducted in New Jersey in accordance with the then existing rules of the American Arbitration Association, and judgment upon any award of damages may be entered by the highest court having jurisdiction. Each party shall select an arbitrator and selected arbitrator shall select a third arbitrator who shall conduct the arbitration. All expenses incurred or paid by reason of this arbitration, including the reasonable fees and expenses of the arbitrator shall be borne equally by the parties hereto.

C. COMPENSATION

1. The Client shall compensate the Architect for the scope of services described herein a fixed fee payable monthly in proportion to services rendered. This is a Lump Sum proposal that includes all 3 buildings. Man-hour approximations are for reference only:

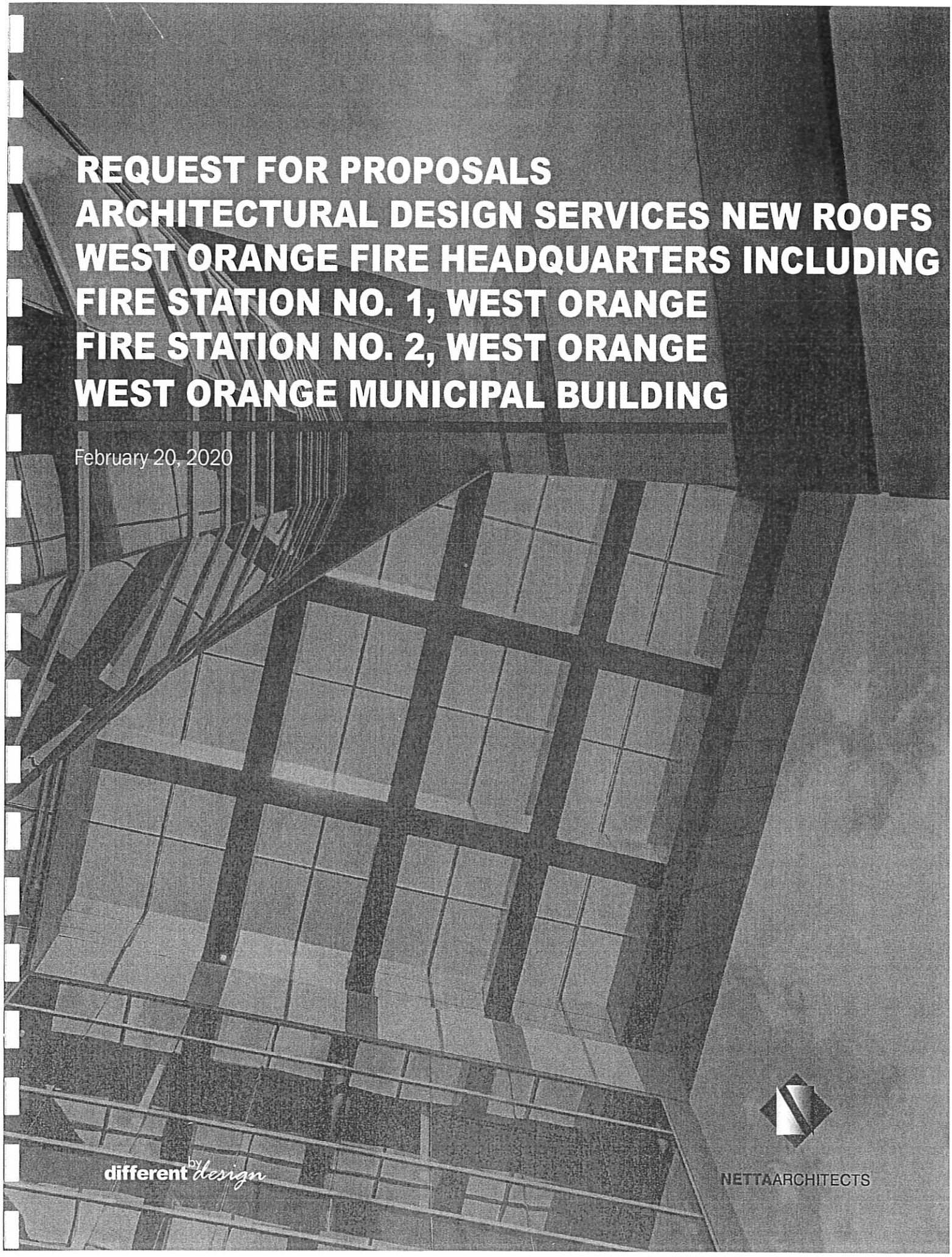
		ESTIMATED MAN-HOURS BY PHASE							
	Staff	Preliminary Design, Field Work, Code, Testing	Reserved	Contract Documents	Bidding Phase	Construction Admin	Estimated Man-Hours	Approx Hrly Rates	Amounts
1	Principal Architect - Engineer	6	0	10	4	24	44	$ 170	$ 7,480
2	Project Architect - Engineer	12	0	10	4	24	50	$ 140	$ 7,000
3	Staff Engineer - Architect	0	0	18	12	0	30	$ 122	$ 3,660
4	Senior Designer - Sr Field Tech	24	0	18	0	12	54	$ 109	$ 5,886
5	Drafter - Field Tech	32	0	108	0	18	158	$ 85	$ 13,430
6	Clerical	2	0	2	2	4	10	$ 70	$ 700
7	Asbestos Roof Sampling-Testing								$ 6,380
	Man-Hours by Phase	76	0	166	22	82	346		
	Fee by Phase	$ 8,036	$ -	$ 16,438	$ 2,704	$ 10,278			$ 44,536
	Printing 20 Sets of Dwgs								$1,100
							Grand Total:		$ 45,636

2. Reimbursable expenses are in addition to basic fixed fee compensation and are payable at a multiple of 1.10 x amounts expended by the Architect.
    a. Reimbursable expenses include additional printing and delivery beyond 20 sets of bid documents.
3. Additional services shall be compensated on time-based billings in accordance with the attached schedule of standard rates, or a lump sum and may include the following:
    a. Roof Monitor assigned to project site to maintain records and oversee work during Construction Phase.
    b. Attendance at planning or zoning board meetings.
    c. Making revisions in drawings and/or specifications when inconsistent with prior approvals whether by Client or governing authorities;
    d. Making revisions in drawings and/or specifications in connection with change orders during construction or due to construction errors.
5. Billing shall be made monthly in proportion to services rendered and payment is expected within 30 days of date of invoice.

Thank you for the opportunity to submit this proposal. Please contact me if you have any questions.

Sincerely,

Gary Musciano, RA, PP



REQUEST FOR PROPOSALS
ARCHITECTURAL DESIGN SERVICES NEW ROOFS
WEST ORANGE FIRE HEADQUARTERS INCLUDING
FIRE STATION NO. 1, WEST ORANGE
FIRE STATION NO. 2, WEST ORANGE
WEST ORANGE MUNICIPAL BUILDING

February 20, 2020

different by design

NETTAARCHITECTS

REQUEST FOR PROPOSALS
ARCHITECTURAL DESIGN SERVICES
NEW ROOFS FOR THE
WEST ORANGE FIRE HEADQUARTERS INCLUDING FIRE STATION NO. 1, WEST ORANGE FIRE STATION NO. 2, WEST ORANGE MUNICIPAL BUILDING

FEBRUARY 20, 2020

ATTENTION:
Mr. Leonard R. Lepore
Municipal Engineer
Director of Public Works
Township of West Orange
21 Lakeside Avenue
West Orange, New Jersey 07052

NETTAARCHITECTS

1084 Route 22 West
Mountainside, NJ 07092
T: 973.379.0006
F: 973.379.1061
www.nettaarchitects.com

NETTAARCHITECTS

February 20, 2020

Mr. Leonard R. Lepore
Municipal Engineer
Director of Public Works
Township of West Orange
21 Lakeside Avenue
West Orange, New Jersey 07052

RE: Request For Proposals
Architectural Design Services New Roofs
West Orange Fire Headquarters Including
Fire Station No.1
West Orange Fire Station No. 2
West Orange Municipal Building

1084 Route 22 West
Mountainside, NJ 07092
P: 973.379.0006
F: 973.379.1061

www.nettaarchitects.com

Dear Mr. Lepore,

Pursuant to our careful review of the Request for Proposal documents dated, January 30, 2020, the firm of Netta Architects is submitting the following response for your consideration to provide professional Architectural Design services to the Township of West Orange for the above referenced project.

Netta Architects is a multi-faceted design firm providing services in Architecture, Interior Design and Planning. Our public practice includes an array of renovation and restoration of facilities throughout the region. Our ability to customize our project approach for our diverse client base along with our range of completed building types, drives us to be "Different by Design."

New York
New Jersey
Florida
Texas

Since its founding in 1993, Netta Architects has gained a well-earned reputation as a leader in the design community with a portfolio of high profile projects, award winning architecture and a strong repeat client base. With headquarters in Mountainside, NJ, the firm prides itself on providing design solutions that exceed client expectations and enhance the human experience.

If you should have any questions, please feel free to contact me at (973) 379-0006.

Very Truly Yours,

Nicholas J. Netta, AIA, NCARB
Principal

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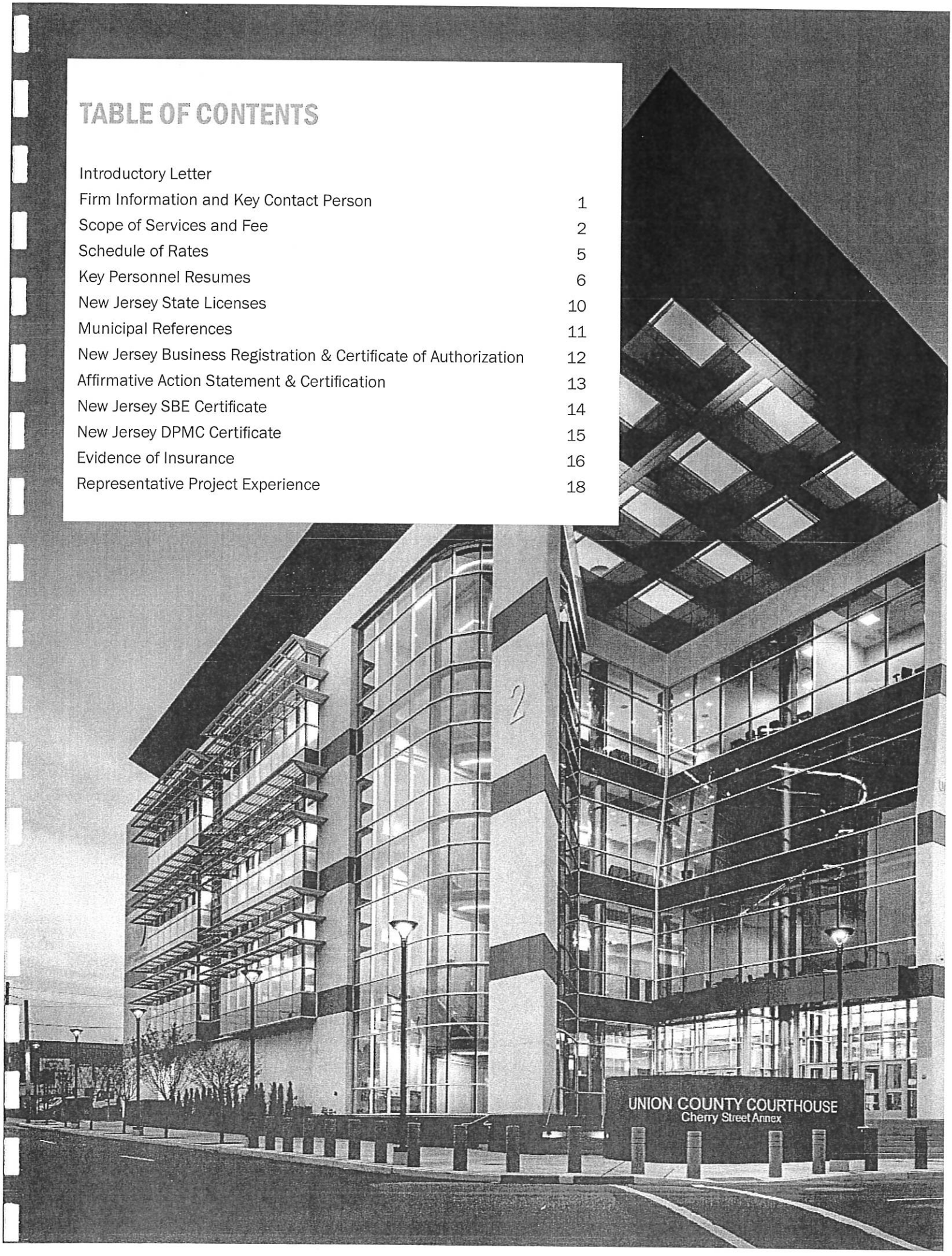


FIRM INFORMATION & KEY CONTACTS

Firm Name:

NETTA ARCHITECTS
1084 Route 22 West
Mountainside, New Jersey 07092
(p) 973.379.0006
(f) 973.379.1061
Info@nettaarchitects.com
Tax ID: 14-1837265

NETTA ARCHITECTS, LLC has been in business for a total of 24 years under the direct and continual direction of Nicholas J. Netta, AIA NCARB as described below:

NETTA ARCHITECTS, LLC (for 15 years) is a Limited Liability Company, designated as a S-Corp registered in the State of New Jersey, Effective June 3, 2002 with Nicholas Netta as the sole stockholder, owning 100% of the shares, previously d/b/a.

Nicholas J. Netta Architects and Associates, (for 2 years) a Limited Liability Company registered in the State of New Jersey, with Nicholas J. Netta being the sole stockholder owning 100% of the shares from February 2000; and previously d/b/a.

Nicholas J. Netta, R.A., (for 7 years) a sole proprietor, since 1993 holding 100% ownership.

NETTA ARCHITECTS, LLC has a staff of 40 employees at this location who will service this project.

Key Contacts:

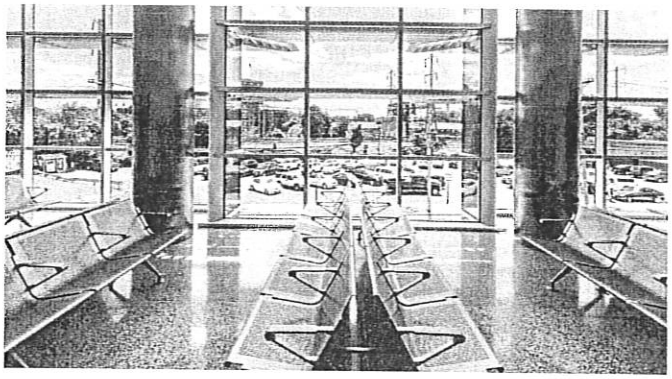
Nicholas J. Netta, AIA, NCARB
Principal-in-Charge
nnetta@nettaarchitects.com

Laurence K. Uher, AIA, LEED® AP
Senior Principal
luher@nettaarchitects.com

Francisco J Melendez, Sr., AIA
Principal
fmelendez@nettaarchitects.com

Mark E. Bess, AIA, NCARB
Principal
mbess@nettaarchitects.com

Hong, Jin, AIA, NACARB, ASID, LEED® AP
Principal
hjin@nettaarchitects.com



NETTAARCHITECTS

NETTAARCHITECTS

SCOPE OF SERVICES AND FEE

Dear Mr. Lepore:

The firm of Netta Architects and our consultant, (SR Roofing Consultants), performed a comprehensive site visit and review of each of the roof systems associated with the subject facilities. Based on this review, we propose to provide following scope of professional services:

Fire Station No. 1, 415 Valley Road, West Orange, NJ

The existing fire house is approximately 11,200 s.f. +/-, and the existing scope of work consists of removing the existing BUR Roofing System and replacing it with a new system. All exhaust fans will be replaced in-kind the existing lighting protection will be upgraded, and all extraneous roof mounted equipment and wiring will be removed.

Fire Station No. 2, 84 Washington St., West Orange, NJ

The fire house is approximately 4,200 s.f. +/-, and the scope of work consists of removing the existing BUR Roofing System and replacing it with a new system. All abandoned equipment curbs, will be removed, the existing HVAC condensate drains will be redirected to roof drains and the existing roof access hatch will be replaced.

West Orange Municipal Building, 66 Main St., West Orange, NJ

The existing municipal building is approximately 9,000 s.f.+/-, and the scope of work consists of removing existing BUR roofing system and replacing it with a new system. All abandoned mechanical equipment will be removed.

Core samples for all three (3) buildings will be taken and tested for asbestos.

We understand that time is of the essence and we are in a position to commence design work immediately upon the Township's authorization of this proposal.

ARTICLE I - SCOPE OF SERVICES

PHASE I - PRELIMINARY DESIGN

1.0 FIELD INVESTIGATION:

1.01 Photographical documentation of the existing roofing and coping conditions;
1.02 Field verification of all existing roof and coping conditions;
1.03 Detailed documentation of the roofing and coping conditions; and
1.04 Perform three (3) roofing cores per building to determine roof substrate construction and condition.

Preliminary Design Fee ..... $ 9,000.00
(Task Time Frame 10 Days)

PHASE II - DESIGN DEVELOPMENT

2.0 Design Development:

2.01 Prepare preliminary architectural plans and details outlining the proposed roof replacement system and coping stabilization;
2.02 Prepare preliminary construction cost estimate based upon preliminary design documents;
2.03 Review material selection criteria with the Township of West Orange; and
2.04 Provide for one (1) design development meeting with the Township of West Orange for project review.

Design Development Fee ..... $ 14,000.00
(Task Time Frame 21 Days)

PHASE III - CONTRACT DOCUMENTS

3.0 Contract Documents:

Prepare the following Architectural plans and specifications in accordance to all applicable codes and in sufficient detail to received competitive bids.

3.01 90% Level Design Submission

3.1.01 Prepare 90% complete architectural plans;
3.01.2 Prepare 90% complete project manual for review and submission;
3.01.3 Adjust preliminary construction cost estimate based upon 90% level design documents; and
3.01.4 Allow for one (1) 90% level design meeting with the Township of West Orange.

3.02 100% Level Design Submission

3.02.1 Prepare 100% complete architectural plans and project specifications for distribution; and
3.02.2 Submit final construction cost estimate.

Contract Documents Fee ..... $ 23,000.00
(Task Time Frame 30 Days)

PHASE IV - BIDDING AND NEGOTIATION

4.0 Bid Assistance:

4.01 Attend one (1) pre-bid conference meeting and site walk through;
4.02 Provide interpretation of the contract documents for bidding contractors;
4.03 Prepare addenda based on contractor's request for information; and
4.03 Professional assists the Township of West Orange with the selection of a qualified contractor to perform the work.

Bidding & Negotiation Fee ..... $ 5,000.00
(Task Time Frame - One Bid Cycle)

PHASE V – CONSTRUCTION ADMINISTRATION

5.0 Construction Administration:

5.01 Provide three (3) sets of signed and sealed contract documents for each building to the selected contractor for permit submission;
5.02 Review contractor's shop drawings;
5.03 Perform bi-weekly site inspections during the construction process to monitor the contractor's performance in accordance to the contract documents;
5.04 Conduct bi-weekly construction progress meetings;
5.05 Prepare and distribute meeting minutes to all parties;
5.06 Review contractors application for payments; and
5.06 Prepare final punch list for each building.

Construction Administration Fee ..... $ 15,000.00
(Task Time Frame 90 Days)

ARTICLE II

Compensation:
The above outlined professional architectural design services listed in Article I shall be completed for a fee **Seventy Thousand Dollars, ($70,000.00) including Four Thousand Dollars ($4,000.00) in reimbursable expenses.**

Fee Breakdown:

Phase I - Preliminary Design Fee	$	9,000.00
Phase II - Design Development Fee	$	14,000.00
Phase III - Contract Documents Fee	$	23,000.00
Phase IV - Bidding and Negotiation Fee	$	5,000.00
Phase V - Construction Administration Fee	$	15,000.00
Reimbursable Expenses Budget	$	4,000.00
TOTAL CONTRACTED SERVICES	**$**	**70,000.00**

LIMITATIONS OF SERVICES

1. This proposal is valid for sixty (60) days from the proposal date.
2. Netta Architects will rely on the accuracy of any information submitted to us by the client in the performance of our services, and will not be held responsible for errors or inaccuracies contained in information provided to us.
3. Netta Architects Scope of Service is as defined in the Project Scope and Scope of Professional Services as outlined in Article 1. Additional services beyond our outlined Scope will be performed under a separate agreement.
4. This proposal does not include Lead treatment monitoring. If Lead treatment monitoring is required, it will be performed under a separate agreement.
5. This proposal does not include Asbestos remediation monitoring. If Asbestos remediation monitoring is required, it will be performed under a separate agreement.

SCHEDULE OF RATES

Professional Services:	
Principal	$ 230.00 per hr.
Vice President	$ 195.00 per hr.
Project Manager	$ 175.00 per hr.
Senior Architect	$ 150.00 per hr.
Architect Level I	$ 125.00 per hr.
Architect Level II	$ 115.00 per hr.
Architect Level III	$ 100.00 per hr.
Draftsman	$ 65.00 per hr.
Engineer	$ 150.00 per hr.
Clerical	$ 50.00 per hr.
Planning Board Appearance	$ 700.00 per app.

Reimbursable Expenses:	
Automobile Travel	$ Federal Rate
Tolls	$ Direct Cost
Reproductions	$ .50 per sf
Digital File	$ 200.00 per CD
B&W Prints (8½" x 11")	$ .25 per sheet
B&W Prints (8½" x 11" double-sided	$ .35 per sheet
B&W Plotting (11" x 17")	$ 1.00 per plot
B&W Plotting (12" x 18")	$ 1.50 per plot
B&W Plotting (15" x 21")	$ 3.00 per plot
B&W Plotting (24" x 36")	$ 3.00 per plot
B&W Plotting (30" x 42")	$ 6.00 per plot
B&W Plotting (36" x 48")	$ 9.00 per plot
Color Printing (8½" x 11")	$ 2.50 per sheet
Color Printing (11" x 17")	$ 5.00 per sheet
Color Plotting (8½" x 11")	$ 20.00 per plot
Color Plotting (11" x 17")	$ 40.00 per plot
Color Plotting (24" x 36")	$ 75.00 per plot
Color Plotting (30" x 42")	$ 90.00 per plot
Color Plotting (36" x 48")	$ 100.00 per plot
Express Mailing	$ 1.1 x direct cost
Computer Rendering Copies	$ 1.1 x direct cost

Additional Professional Costs:	
Surveyors, Professionals Photography, Scientists Engineers, Planners and Artist Renderings Consultants Referenced Above	$ 1.15 x cost

Nicholas Netta, AIA, NCARB
Principal in Charge

NETTAARCHITECTS

PROFESSIONAL REGISTRATIONS
New York, New Jersey, Pennsylvania, Massachusetts, Texas, Florida

PROFESSIONAL EXPERIENCE
30+ years

EDUCATION
New Jersey Institute of Technology
School of Architecture
Bachelor of Architecture, 1986

PROFESSIONAL AFFILIATIONS
- American Institute of Architects
- National Council of Architectural
- Registration Boards
- Restore National Trust for Historic
- Preservation
- National Trust for Historic
- Preservation
- Past President - New Jersey
- State Board of Architects

PROJECT EXPERIENCE
- Elizabeth Police Headquarters
- Union County Fire Training Facility
- Hudson County Prosecutor's Office
- Elizabeth City Hall Cupola
- Piscataway Municipal Complex Library & Senior Center
- Galloping Hills Golf Clubhouse
- Warinanco Sports Complex

Since founding the firm in 1995, Mr. Netta has successfully moved the company into several diverse core markets, which has resulted in the firms completion of a significant number of architectural works throughout the Metropolitan Area. His focus is not only to increased the firms presence in the NY/NJ market but a geographical expansion into Miami and Dallas.

Under Mr. Netta's leadership and creative direction, Netta Architects has become a leading public sector design firm in the Metropolitan Area and has received a multitude of design awards. Under his direction, Netta Architects consistently strives to achieves design excellence and to deliver innovation solution. Mr. Netta is known for his unique ability to solve complex design issues which is evident by the large number of building types in his portfolio.

Mr. Netta is a graduate of the New Jersey Institute of Technology, School of Architecture, where he presently serves on the Dean's Executive Council; he is a member of the American Institute of Architects and holds a National Council of Architectural Registration Boards certificate.

Mark E. Bess, AIA, NCARB
Principal

NETTAARCHITECTS

PROFESSIONAL REGISTRATIONS
New York, New Jersey

PROFESSIONAL EXPERIENCE
30+ years

EDUCATION
Rutgers College, B.A.
Pratt Institute, School of Architecture
Bachelor of Architecture,1988
NJIT, M.S. Architecture

PROFESSIONAL AFFILIATIONS
- American Institute of Architects, Newark and Suburban Chapter, Board Member
- National Organization of Minority Architects, NJ Chapter, Founding Member
- National Council of Architectural Registration Boards
- Construction Specifications Institute - CDT Certified
- Association of Collegiate Schools of Architecture Housing and Urban Development – Certified Consultant (203K)
- New Jersey College of Architecture & Design at NJIT, Newark, NJ – University Lecturer

PROJECT EXPERIENCE
- Union County College - Student Services Center, Cranford, NJ
- Kean University Resident Housing, Union, NJ
- J. Christian Bollwage Building Senior Housing, Newark, NJ
- Boulevard West - Newark Housing Authority

Since graduating from Pratt Institute School of Architecture, with Honors in 1988, Mark has acquired specialized understanding of the development of construction documentation. During his career he has functioned as chief architect and project manager on numerous projects representing various building types, including corporate headquarters, significant historic restoration projects, educational buildings, housing, commercial and government buildings. In addition to functioning as lead project manager, he directs the specification department and assists with Netta's marketing efforts.

Mr. Bess is a faculty member of the College of Architecture and Design (COAD) at NJIT where he teaches both undergraduate and graduate courses and serves on various COAD committees; he is a member of the Association of Collegiate Schools of Architecture. He is a member of the American Institute of Architects; a National Council of Architectural Registration Boards certificate holder; where he serves on several NCARB committees, a founding member of the NJ Chapter of the National Organization of Minority Architects and a member of the Construction Specifications Institute with a Contract Document Certification.

Glenn Arbesfeld, AIA, CID, LEED AP BD+C

Senior Project Manager

NETTAARCHITECTS

PROFESSIONAL REGISTRATIONS

Licensed Architect : New York, New Jersey
Licensed Interior Design: New Jersey

PROFESSIONAL EXPERIENCE

30+ years

EDUCATION

New Jersey Institute of Technology
School of Architecture
Bachelor of Architecture, 1992

PROFESSIONAL AFFILIATIONS

- American Institute of Architects
- National Council of Architectural Registration Boards
- World Bank Consultants
- US Green Building Council

PROJECT EXPERIENCE

- Monmouth County Police Academy and Campus Renovation
- Hominy Hill Golf Center
- Michael J. Tighe Park Toilet Addition, Freehold, NJ
- New Brunswick Parking Authority
- Burlington County Human Services Interior Alterations

Mr. Arbesfeld, a Senior Project Manager in our Mountainside headquarters brings diverse experience working with public and private clients as a manager on architectural, planning and interior design projects.

Mr. Arbesfeld has a successfully completed K-12 and Higher Education projects in both New Jersey and New York. This combined with his private sector experience in mixed-use, commercial office tenant fit-out, and healthcare make him a valuable asset for Netta Architect's varied projects.

In addition to his skill helping clients navigate design decisions on complex projects, Mr. Arbesfeld has an important leadership role in the office with his deep technical knowledge, commitment to quality client service and project documentation. Mr. Arbesfeld is a graduate of the New Jersey Institute of Technology School of Architecture, where he was in the honors program. He also holds a license in interior design, and is actively involved in the design community advocating for sustainability and mentoring young talent.

Neville Crooks
Director of Construction Services

NETTAARCHITECTS

PROFESSIONAL EXPERIENCE
30+ years

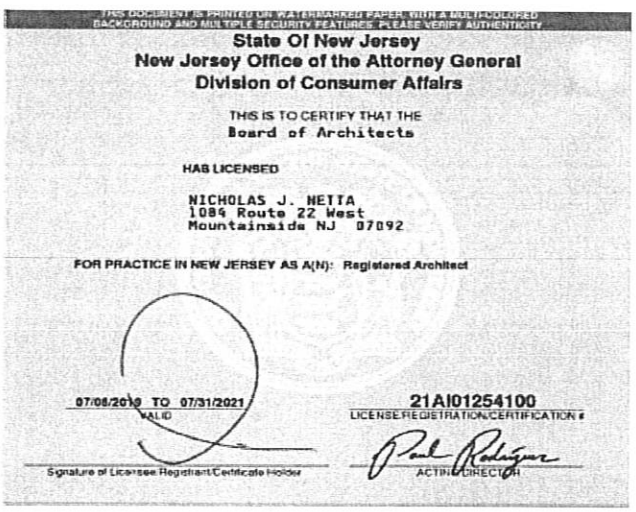
EDUCATION
New Jersey Institute of Technology
Bachelor of Science
Civil Engineering Technology,
Construction and Contracting, 1979

PROJECT EXPERIENCE
- Warinanco Sports Complex
- Flying Food Group at JFK Airport
- Amboy Holdings
- Ashbrook Golf Clubhouse Facility
- Cedar Brook Park

Mr. Crooks has over 30+ years of experience in civil engineering with extensive experience in construction management, project and resident engineering for new construction, rehabilitation including replacement of various infrastructures. His expertise encompasses multi-disciplinary technical inspection of construction for compliance with contract documents and staff supervision. Throughout his career he has been involved in numerous new, renovation and restoration projects.

Neville has directed and managed construction projects of various complexities, with values ranging from 1M to $350M. He has a very strong background in various arrays of construction projects including replacement and rehabilitation, wastewater and city water treatment plant design and construction, bridge construction and rehabilitation, utilities and micro-tunneling.

LICENSES



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State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Architects

HAS LICENSED

NICHOLAS J. NETTA
1084 Route 22 West
Mountainside NJ 07092

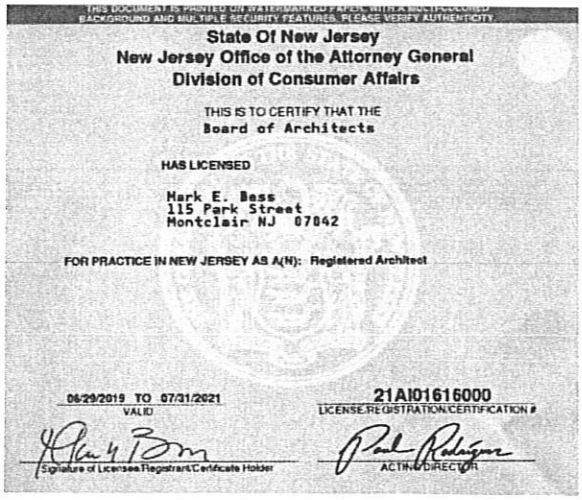
FOR PRACTICE IN NEW JERSEY AS A(N): Registered Architect

07/08/2019 TO 07/31/2021
VALID

21AI01254100
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR



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State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Architects

HAS LICENSED

Mark E. Bess
115 Park Street
Montclair NJ 07042

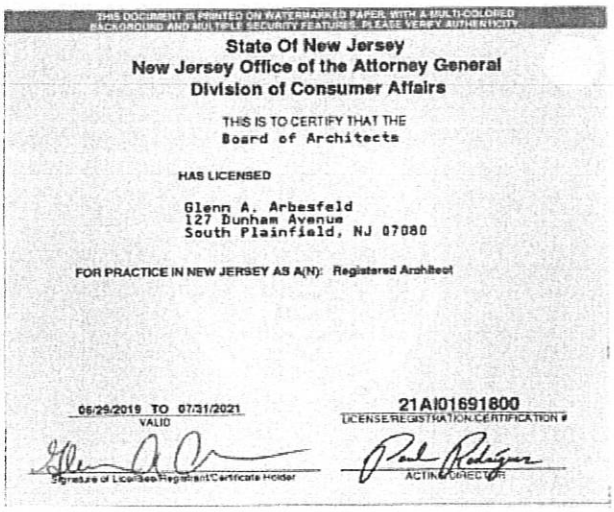
FOR PRACTICE IN NEW JERSEY AS A(N): Registered Architect

06/29/2019 TO 07/31/2021
VALID

21AI01616000
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR



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State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

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Board of Architects

HAS LICENSED

Glenn A. Arbesfeld
127 Dunham Avenue
South Plainfield, NJ 07080

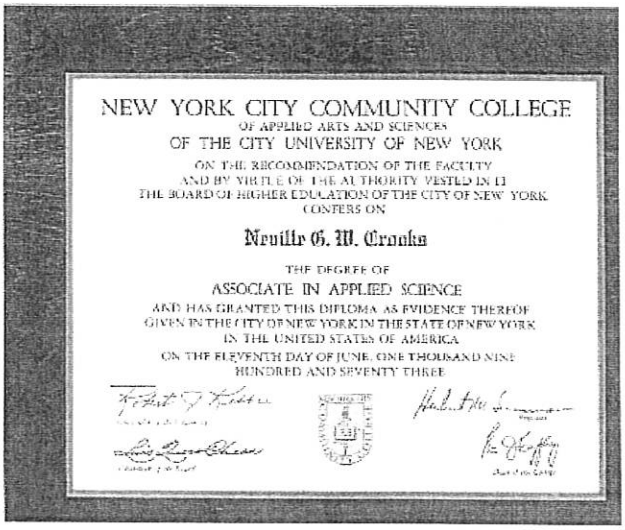
FOR PRACTICE IN NEW JERSEY AS A(N): Registered Architect

06/29/2019 TO 07/31/2021
VALID

21AI01691600
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR



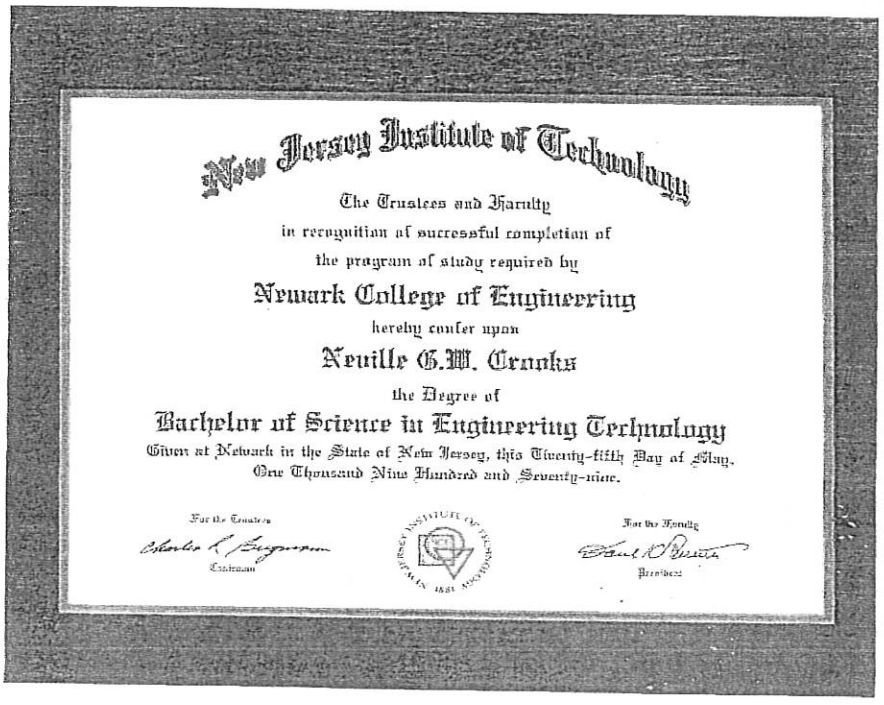
NEW YORK CITY COMMUNITY COLLEGE
OF APPLIED ARTS AND SCIENCES
OF THE CITY UNIVERSITY OF NEW YORK

ON THE RECOMMENDATION OF THE FACULTY
AND BY VIRTUE OF THE AUTHORITY VESTED IN IT
THE BOARD OF HIGHER EDUCATION OF THE CITY OF NEW YORK
CONFERS ON

Neville G. W. Crooks

THE DEGREE OF
ASSOCIATE IN APPLIED SCIENCE

AND HAS GRANTED THIS DIPLOMA AS EVIDENCE THEREOF
GIVEN IN THE CITY OF NEW YORK IN THE STATE OF NEW YORK
IN THE UNITED STATES OF AMERICA
ON THE ELEVENTH DAY OF JUNE, ONE THOUSAND NINE
HUNDRED AND SEVENTY THREE



New Jersey Institute of Technology

The Trustees and Faculty
in recognition of successful completion of
the program of study required by

Newark College of Engineering

hereby confer upon

Neville G.W. Crooks

the Degree of

Bachelor of Science in Engineering Technology

Given at Newark in the State of New Jersey, this Twenty-fifth Day of May,
One Thousand Nine Hundred and Seventy-nine.

For the Trustees
Chairman

For the Faculty
President

MUNICIPAL REFERENCES

Phillip Scott, P.E.
Director of Engineering Services
City of Newark
920 Broad Street, Room 412
Newark, NJ 07102
(973) 733-6688

Daniel Sullivan
Director Union County
Improvement Authority
1499 US Highway One North
Rahway, NJ 07065
(908) 820-9710

Brian Wahler
Mayor of Piscataway
455 Hoes Avenue
Piscataway, NJ 08854
(732) 562-2300

John Papetti
Director of Public Works
City of Elizabeth
50 Winfield Scott Plaza
Elizabeth, NJ 07201-2408
(908) 820-4106

Steven Stypinski
County Engineer
Burlington County
P.O. Box 6000
Mount Holly, NJ 08060
(856) 642-3700

John A. Delutis
Deputy Director Construction
Management County of Hudson
Hudson County Plaza
257 Cornelison Avenue
Jersey City, NJ 07302
(201) 369-2777

NEW JERSEY BUSINESS REGISTRATION

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
NETTA ARCHITECTS, L.L.C.

TRADE NAME:

ADDRESS:
1084 RTE 22 WEST
MOUNTAINSIDE NJ 07092

SEQUENCE NUMBER:
0958204

EFFECTIVE DATE:
12/30/02

ISSUANCE DATE:
01/30/13

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC
(04-08) D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

NEW JERSEY CERTIFICATE OF AUTHORIZATION

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State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Architects

HAS LICENSED

NETTA ARCHITECTS LLC
NICHOLAS J NETTA
1084 Route 22 West
Mountainside NJ 07092

FOR PRACTICE IN NEW JERSEY AS A(N): Certificate of Authorization

01/23/2018 TO 01/31/2020
VALID

Signature of Licensee/Registrant/Certificate Holder

21AC00043800
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

AFFIRMATIVE ACTION CERTIFICATE

I, NICHOLAS J. NETTA, AIA, NCARB, being the owner and principal architect of the architectural firm of Netta Architects, LLC located at 1084 Route 22 West, in the Borough of Mountainside, State of New Jersey, County of Union do hereby certify the following statements:

Should the firm of Netta Architects, LLC be awarded any contracts for Provision of Architectural Services with the Township of West Orange:

> The firm of Netta Architects, LLC is registered and in compliance with the State of New Jersey. We firmly support the equal opportunity employment standards, ethics and procedures as stated in N.J.S.A. 10.:5-31 et seq. and N.J.A.C. 17-27. A copy of our (Affirmative Action Certification) is attached hereto and made in part hereof.

NETTA ARCHITECTS, LLC

Nicholas J. Netta, AIA, NCARB
Principal

February 20, 2020
Date

Certification 38245

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2013 to 15-MAY-2020

NETTA ARCHITECTS, LLC
1084 ROUTE 22 WEST
MOUNTAINSIDE NJ 07092

Andrew P. Sidamon-Eristoff
State Treasurer

SBE CERTIFICATE

State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
Acting State Treasurer

APPROVED

under the
Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges NETTA ARCHITECTS LLC as a Category 3 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered small businesses.If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: www.njportal.com/DOR/SBERegistry/.

Peter Lowicki
Deputy Director

Issued: 5/4/2018
Certification Number: A0070-10

Expiration: 5/4/2021

DPMC CERTIFICATE

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

NOTICE OF CONSULTANT PREQUALIFICATION

FIRM: NETTA ARCHITECTS, LLC
ADDRESS: 1084 ROUTE 22 WEST
MOUNTAINSIDE, NJ 07092

☐ INITIAL ☐ REVISED ✓ RENEWAL

DATE OF ISSUE: APRIL 10, 2018
EXPIRATION DATE: APRIL 15, 2020
FEDERAL ID NUMBER: 141 837 265

☐ MBE ☐ WBE ✓ SBE ☐ VOB

The Experience Questionnaire (FORM 48A), submitted by your firm, has been reviewed. As a result of this review, your firm may be invited to submit proposals for projects involving the checked discipline(s) having a not to exceed Construction Cost Estimate (CCE) as noted. For the purposes of this form, NA = no fixed amount

✓ ARCHITECTURE	UNLIMITED	✓ ROOFING CONSULTANT	5 MILLION
☐ ELECTRICAL ENGINEERING		☐ ACOUSTICS	
☐ HVAC ENGINEERING		☐ ASBESTOS DESIGN	
☐ PLUMBING ENGINEERING		☐ ASBESTOS SAFETY MONITORING	
☐ CIVIL ENGINEERING		☐ CLAIMS ANALYSIS	
☐ SANITARY ENGINEERING		☐ TELECOMMUNICATIONS	
☐ STRUCTURAL ENGINEERING		☐ EXHIBIT INTERPRETATIVE DESIGN	
☐ MECH. ENG. (ELEV., CONVEYORS, ETC.)		✓ FEASIBILITY PLANNING	25 MILLION
☐ SOILS ENGINEERING		☐ FIRE DETECTION SYSTEMS	
☐ FIRE PROTECTION ENGINEERING		☐ FIRE PROTECTION SYSTEMS	
☐ ENVIRONMENTAL ENGINEERING		☐ FOOD SERVICE	
☐ MARINE ENGINEERING		☐ HYDRAULICS PNEUMATICS	
☐ LANDSCAPE DESIGN		☐ HYDROLOGY	
✓ PLANNING	15 MILLION	☐ SECURITY SYSTEMS	
☐ LAND SURVEYING		✓ SITE PLANNING	15 MILLION
☐ AERIAL SURVEYING		✓ HISTORIC PRESERVATION CONSULTANT	NA
☐ HYDROGRAPHIC SURVEYING		☐ ENERGY AUDITING	
✓ FIRE & LIFE SAFETY RENOVATIONS	15 MILLION	☐ TRAFFIC	
☐ BUILDING COMMISSIONING		☐ TRANSPORTATION	
☐ BOILER/STEAM LINES HIGH PRESSURE SYS.		☐ WASTE WATER TREATMENT	
☐ DAM/LEVEE DESIGN		☐ ENERGY MANAGEMENT CONTROL SYSTEM	
✓ BARRIER FREE ADA DESIGN	UNLIMITED	☐ RENEWAL ENERGY CONSULTANT	
✓ ESTIMATING COST ANALYSIS	NA	✓ CONSTRUCTION FIELD INSPECTION	1 MILLION
✓ INTERIOR DESIGN SPACE PLANNING	UNLIMITED	✓ PROJECT MANAGEMENT	UNLIMITED
✓ ROOFING INSPECTION	5 MILLION	☐ ENVIRONMENTAL CONSULTANT	
☐ CONSTRUCTION MANAGEMENT		☐ STORAGE TANK REMOVAL	
☐ CPM		☐ STORAGE TANK INSTALLATION	
☐ ARCHAEOLOGY		☐ PERIMETER SECURITY FENCING	
☐ GEOLOGY		☐ INDOOR AIR QUALITY TESTING	
✓ VALUE ENGINEERING	NA	☐ LANDFILL CLOSURE	
✓ HISTORIC PRESERVATION RESTORATION	5 MILLION	☐ LEAD PAINT EVALUATION	

PREPARED BY:
PAMELA SULLIVAN
MANAGER, PREQUALIFICATION UNIT

APPROVED BY:
RICHARD S. FLODMAND
DEPUTY DIRECTOR

NOTE: THIS IS AN ORIGINAL DOCUMENT. IT MAY BE REQUIRED AS PROOF OF YOUR PREQUALIFICATION STATUS. PLEASE RETAIN THIS FORM FOR YOUR RECORDS.

INSURANCE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marquis Professional Risk 485A Route 1 South, Suite 240 Fairfield NJ 07004-3508	CONTACT NAME: PHONE (A/C, No, Ext): 973-227-0025 FAX (A/C, No): 973-227-4026 E-MAIL ADDRESS: contact@chadlersolutions.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company of CT	25682
INSURER B : Arch Insurance Company	11150
INSURER C : Travelers Property Casualty Co of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED NETTARC-01
Netta Architects, LLC
1084 Route 22 West
Mountainside NJ 07092

COVERAGES CERTIFICATE NUMBER: 1724537772 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Ltd Contractual [ ] Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	608-6H809581-20-47	1/31/2020	1/31/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	680-6H809581-20-47	1/31/2020	1/31/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	Y	Y	CUP-8169Y710-20-47	1/31/2020	1/31/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-9J775248-20-47-G	1/26/2020	1/26/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			PAAEP0097801	4/28/2019	4/28/2020	Per claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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REPRESENTATIVE PROJECT EXPERIENCE

Central Firehouse Fire Headquarters
Orange, New Jersey

NETTAARCHITECTS

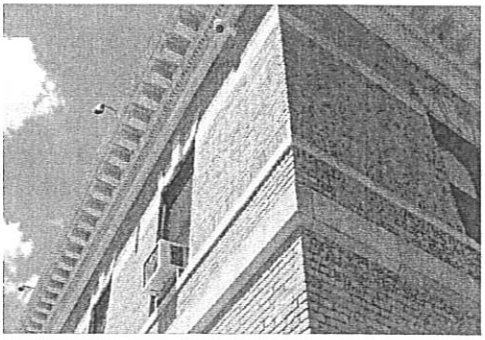
Client
City of Orange

Cost
$550,000

Completed
Spring 2017

Reference
Marty Mayes
Business
Administrator

Netta Architects was selected by the City of Orange to analyze the exterior envelope and roof system of the fire headquarters building to solve the on going water infiltration issue. Our study resulted in the replacement of the headquarters existing roofing system, along with a full cornice replacement. And the installation of new double hung windows.



City of Elizabeth City Hall
Elizabeth, New Jersey

NETTAARCHITECTS

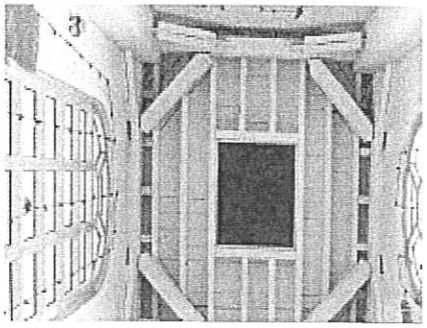
Client
City of Elizabeth

Cost
$750,000

Completed
2018

Reference
John Papetti
Director of Public Works Elizabeth
(908) 820-4106

Netta Architects was selected by the City of Elizabeth as the design consultant for the rehabilitation and stabilization of the main dome, decorative cupola and roofing system of the City Hall. All restoration work was completed in strict accordance to the Secretary of the Interior's Standards. For restoration due the buildings historic designation.



Union County Admin. Building
Elizabeth, New Jersey

NETTAARCHITECTS

Client
City of Elizabeth

Cost
$1,400,000

Completed
2015

Reference
Thomas Mineo
County Engineer
Union County

Netta Architects was selected by the County of Union as prime design consultant on the complete exterior building envelop stabilization and roof replacement project of the Union County Administrative Building located in the City of Elizabeth. The work was required to be tightly scheduled and completed in a phased sequence due to the fact the general contractor was required to preform all repair work on a fully occupied structure.

Elizabeth Public Library
Elizabeth, New Jersey

NETTAARCHITECTS

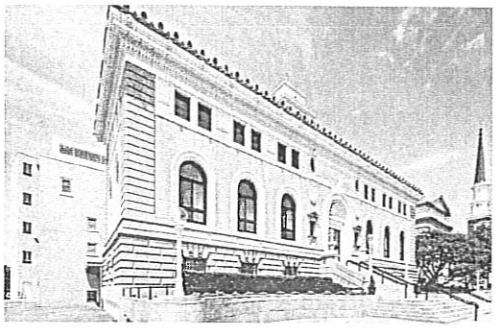
Client
City of Elizabeth

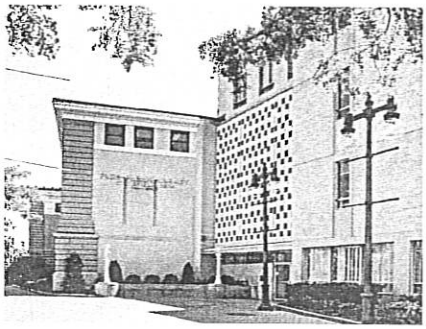
Cost
$4,400,000

Completed
2014

Reference
John Papetti
Director of Public Works Elizabeth
(908) 820-4106

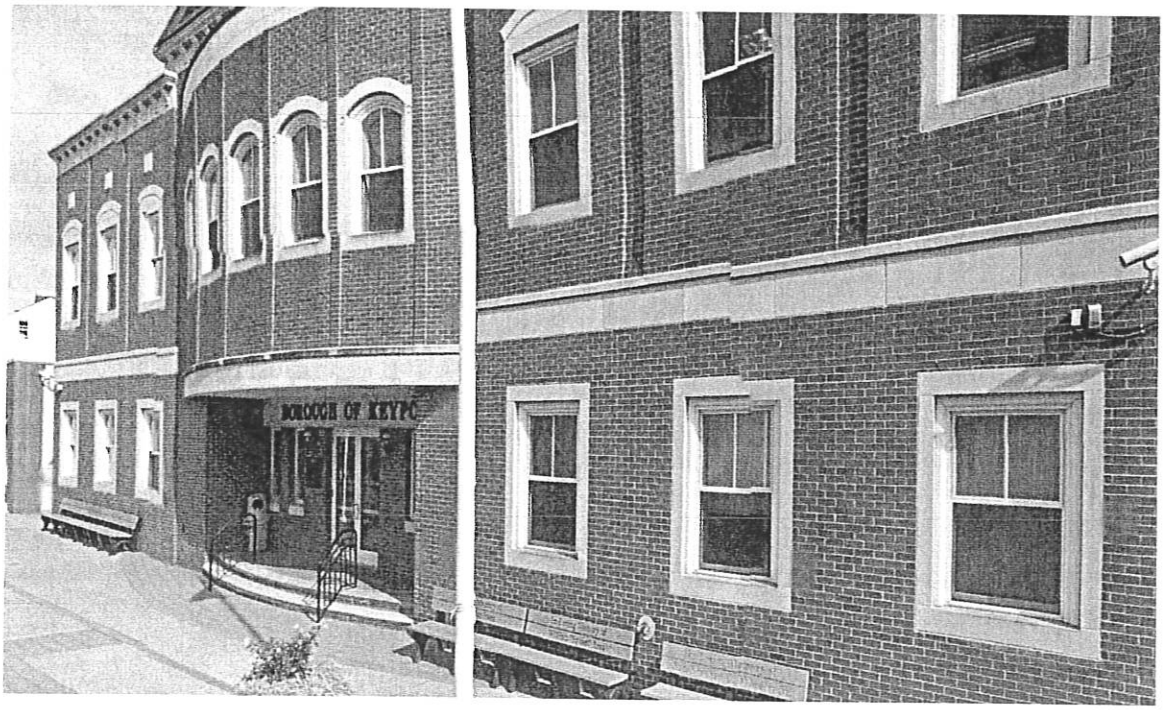
Netta Architects was selected by the City of Elizabeth to perform the complete exterior restoration and stabilization of the Elizabeth Public Library Building along with associated interior alterations and finish upgrades to the administration office suites and the lower circulation desk area. The scope of the exterior restoration included: a new slate roof; exterior limestone and brick veneer replacement; stabilization of the stone veneering system; and new exterior lighting. The administrative office received new ceilings lighting, flooring and wall finishes. All work was performed in strict accordance to the Secretary of the Interiors Standards for the Restoration of Historic Landmarks.





Keyport Borough Hall
Keyport, New Jersey

NETTAARCHITECTS

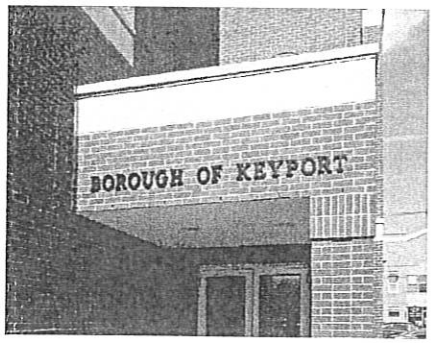


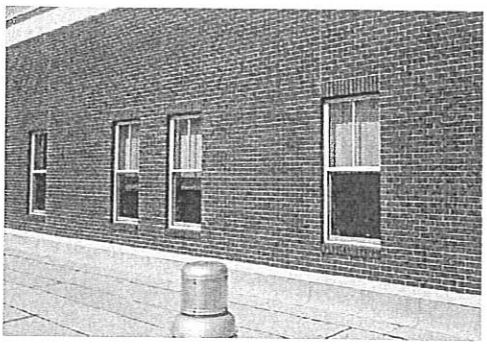
Client
Boro of Keyport

Completed
August 2014

Reference
Francis Mullan

The Borough of Keyport was erected in 1908 from a part of Raritan Township. Keyport is a part of a local effort by nine municipalities in Monmouth County to reinvigorate the areas' economy by emphasizing the traditional downtown neighborhoods. Netta Architects was the Prime Design Consultant in the renovation of the Keyport's Borough Hall. The work included the renovation of the building's south masonry wall, roof replacement, window replacement.





NETTAARCHITECTS

www.nettaarchitects.com

New York New Jersey Florida Dallas

1084 Route 22 West
Mountainside, NJ 07092
(p) 973.379.0006
(f) 973.379.1061

237 West 35th Street
New York, NY 10004
(p) 212.777.2090

One Park Place
621 NW 53rd Street
Suite 350
Boca Raton, FL 33487

WEST ORANGE DPW
ARCHITECTURAL SERVICES

Proposal
February 20, 2020

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     - b. TBS Services
     - c. Eden Engineering
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SETTEMBRINO
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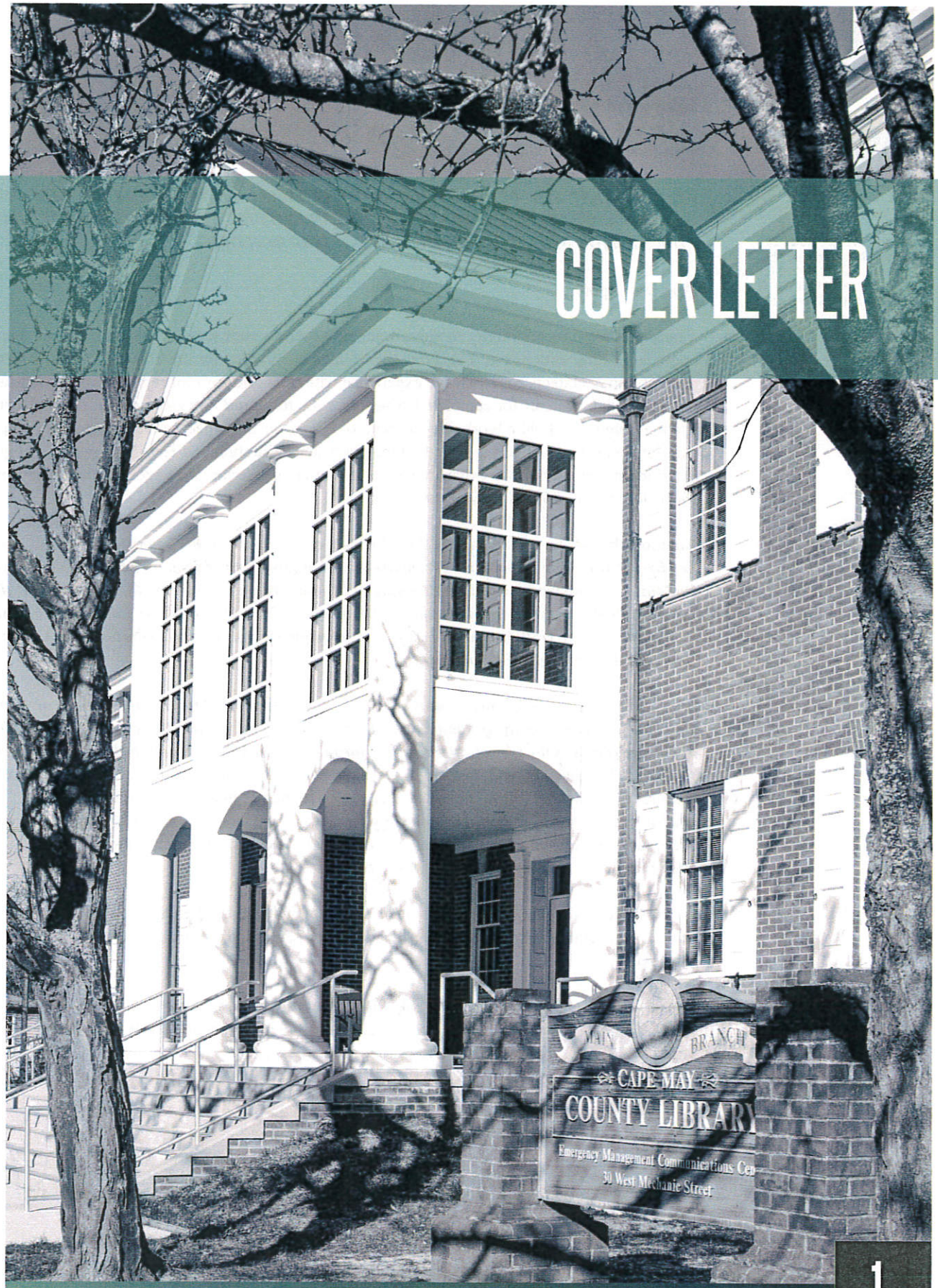
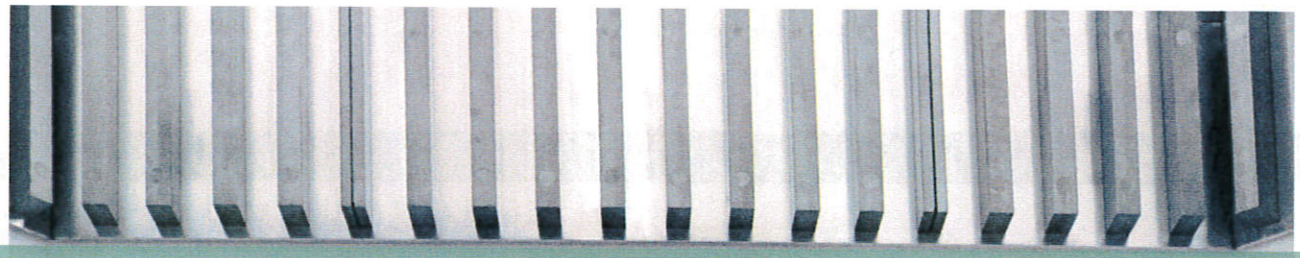
25 Bridge Avenue, Suite 201 | Red Bank, New Jersey 07701 | 732.741.4900 (o) | 732.741.4977 (f) | www.settembrino.com

COVER LETTER

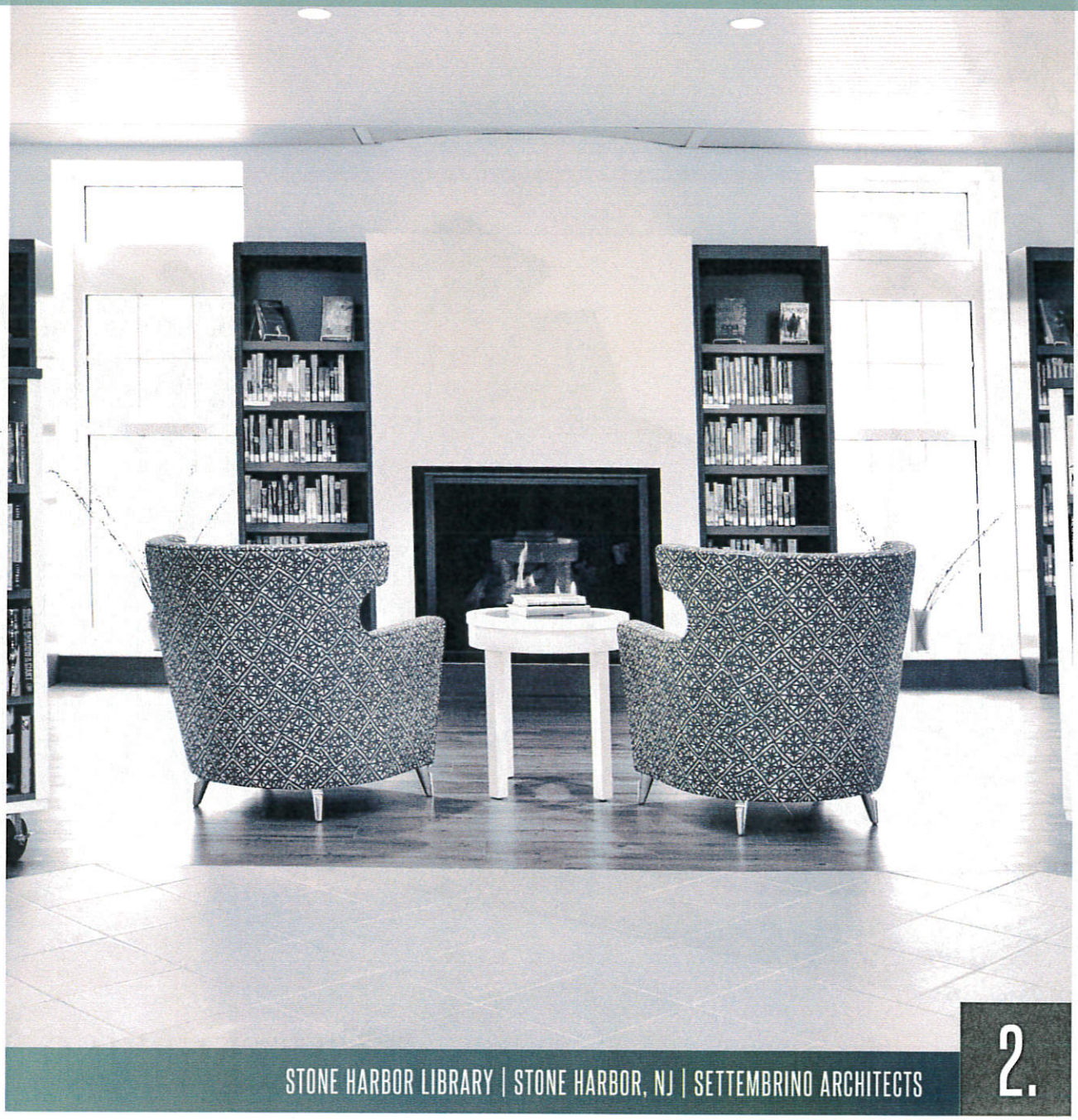


CAPE MAY MAIN LIBRARY | SETTEMBRINO ARCHITECTS

1.



TEAM | ORGANIZATION | CONSULTANTS



STONE HARBOR LIBRARY | STONE HARBOR, NJ | SETTEMBRINO ARCHITECTS

2.

CONSULTANT ORGANIZATIONAL CHART

FIRM PROFILE

Built upon over seventy-five years of combined team experience, Settembrino Architects is the leader in providing our Public Sector clients cost-effective and innovative design services and solutions throughout the Garden State and into parts of New York. Founded by Principal and Middletown Mayor Kevin Settembrino, Settembrino Architects is a full-service Architecture & Interior Design firm located in downtown Red Bank, New Jersey.

Our capabilities, drive and talent far exceed what one might expect from a "typical" Architectural firm, as we encompass the ability and the aspiration to **do more** and **be more** than the average competition. As a vehicle in our success, we continue to reinvest in industry technology; using the most current CAD and design software as well as the most advanced and capable hardware. Online project software and data management allows Settembrino Architects time saving solutions in sending and receiving vital project information such as drawings, documentation, letters and sketches. **We stay up to date to effortlessly keep our projects up to date as well.** Through established remote access, our team can manage and work on projects anywhere, even on site.

We have an **award-winning** focus on sustainable design practices and smart buildings. The County of Cape May hired Settembrino Architects as their LEED Consultant for their first LEED Silver Certified Building. Our Senior Staff are all **LEED Accredited Professionals** and thought leaders in advancing the relationship between building and environment in addition to using renewable resources versus non-renewable ones.

Settembrino Architects has been recognized numerous times for **"Excellence in Architecture"** on several projects and project types. Additionally, our firm has received the **2012 AIA Design Award Citation** for our Memorial School Solar Courtyard designed for the Union Beach Board of Education. To seamlessly integrate solar panels into existing architecture, our team has developed innovative concepts incorporating the use of both science and nature. Amongst these strategies is the utilization of Solar Trees. These structures essentially marry some of the most advanced technology of our time to our need for an aesthetically pleasing environment.

We stand out because our clients come first. Because we listen to their needs, draw from the right resources and deliver consistent outcomes, our clients welcome results which exceed expectation.

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Eden Engineering

About Us

Eden Engineering was founded with a commitment to quality design on low cost budget which we achieve by working closely with our clients, listening to their needs and meeting the project budgetary parameters

Eden Engineering a highly knowledgeable and dynamic team of consulting engineers working together to produce the optimal solutions for client's needs.

Our services are adaptable by project scope and design requirements, therefore providing the most cost effective solutions to our clients.

Philosophy

Our experience in the consulting engineering industry has taught us that every project is unique and therefore requires optimized solution while reflecting the client's requirements and budget.

We always strive to inform and educate our clients, suggest alternative options / solutions to ensure smooth construction and mitigate surprises during construction.

At Eden Engineering we have always strived for creating conditions that are favorable to our clients.

Services

- Mechanical & Electrical Engineering Design & Project Management (A/E)
- Facility Survey & Assessment
- Emergency Power Generation & Distribution
- Lighting & Stage Lighting Design
- Informational Technology
- Security Systems, CCTV
- Energy Efficiency Evaluation & Assessment
- Solar Design
- warehouse

Industries

- Data Center / Telecommunications
- Sustainable / Energy Savings
- Campuses / Educational / Institutional
- Industrial / Transportation
- Commercial / Retail
- Housing / Residential

www.eden-engineering.com

BUILDING EVALUATIONS, INC.

Tel: (732) 928-7211
(800) 972-9917
Fax: (732) 928-7217
Website: www.buildeval.com
E-mail: buildeval@aol.com

P.O. BOX 1208
236 EAST VETERANS HWY
JACKSON, NJ 08527

1. Appropriateness & Quality of Firm's Experience

Since 1987, Building Evaluations, Inc. has developed over 5,000 estimates for more than 750 local, national and international clients. Our team of highly experienced construction management and design professionals has expertise that spans the full range of disciplines, including architectural, structural, civil, mechanical, and electrical engineering. Utilizing our vast experience in the industry, Building Evaluations, inc. can develop realistic cost estimates at any stage during the design and construction process. We pride ourselves on working within the time schedule of your design team and honoring your established deadlines. Every estimate we produce is custom tailored to your needs and the individual requirements of your project.

Our clients include architects, construction managers, owners, engineers, contractors and appraisers across the country. As one of the nation's leading estimating services, Building Evaluations, Inc. utilizes state-of-the-art technologies to deliver accurate and up-to-date cost estimates at a cost effective price. We're pre-qualified with most local and federal government agencies and are a certified small business enterprise (SBE).

2. Proposed Methodology & Response Time

Building Evaluations, Inc. has developed a four-step process to ensure that your project is always utilizing the most up-to-date and reliable construction cost projections possible. With more than 40 years in the industry, Building Evaluations, Inc. has the expertise and experience to help bring your project to completion-within budget, on time and on target!

STEP #1 – THE CONCEPTUAL ESTIMATE:

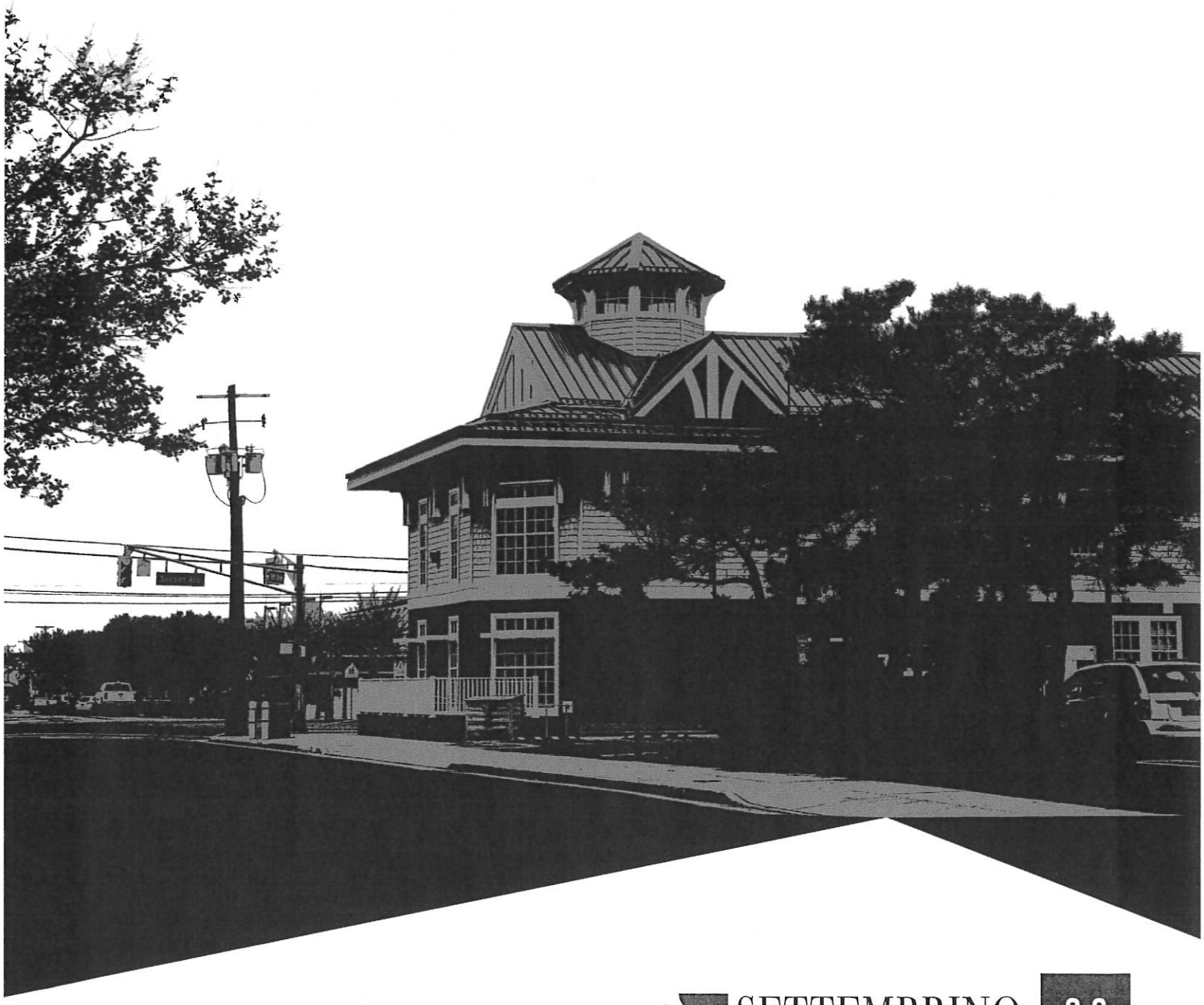
The start of the process is the Conceptual Estimate. Because very little concrete information is available at the start, Building Evaluations, Inc. has developed a questionnaire to assist in establishing the early data for the project. Using this input, we determine the type, size, design features, and quality of the projected building systems. Labor and material costs are adjusted according to the actual location of the project, and an appropriate escalation factor is added to the estimate based on the projected bid date. The conceptual estimate takes approximately one to two weeks to complete depending on the complexity of the project.

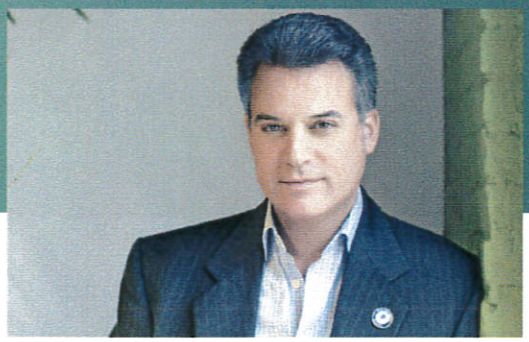
STEP #2 – THE SCHEMATIC ESTIMATE:

Early in the design phase, we develop the Schematic Estimate, based on rough sketches and detailed discussions with the design team. At this point various design alternates may be considered in order to achieve the best value for the construction dollar. Developing accurate cost estimates for each design scheme is paramount in determining the final direction for the project. Each building system is carefully analyzed to determine the quantities and materials required for its construction and installation. The Schematic Estimate takes approximately one to two weeks to complete depending on the complexity of the project.

section iii.

firm | staff qualifications | resumes of key personnel





KEVIN M SETTEMBRINO AIA + LEED AP
PRINCIPAL

As the founding Principal with 25 years of professional practice experience, Kevin serves as the Director for all projects within the NJ/NY area. He leads design, documentation and project closeout.

EDUCATION
CARNEGIE MELLON UNIVERSITY
Bachelor of Architecture

PROFESSIONAL LICENSE + REGISTRATION
NCARB
NEW JERSEY 21A101516300
NEW YORK 033171-1
PENNSYLVANIA RA407558
LEED ACCREDITED PROFESSIONAL
United States Green Building Council [USGBC]

PROFESSIONAL AFFILIATION
American Institute of Architects
[Member] 1993-Present
Middletown Township
[Committeeman] 2011-Present
Middletown Township Planning Board
[Member] 2011-Present
Middletown Township Zoning Board
[Member] 2010
North Jersey Transportation Planning Authority
[NJTPA] 2001-2003
Middletown Township Library
[Member] 2011
Borough of East Rutherford
[Councilman] 1996-2006
East Rutherford Planning Board
[Member] 1994-2006

K12 + HIGHER EDUCATION EXPERIENCE
ABSECON PUBLIC SCHOOL DISTRICT
Absecon, NJ
Emma C. Attales Elementary School
-Media Center Renovation
-Exterior Renovations
-Auditorium Stage Upgrades
-Various Capital Improvements

H. Ashton Marsh Elementary School
-HVAC Heat Pump Replacement
-Locker Replacements
-Corridor Upgrades
-Various Capital Improvements

ACADEMY OF URBAN LEADERSHIP CHARTER HIGH SCHOOL
Perth Amboy, NJ
-Barrier Free Upgrades
-Alterations + Renovations

BETHLEHEM TOWNSHIP BOARD OF EDUCATION
Asbury, NJ
-Pre-K Corridor Floor Replacement

BOUND BROOK BOARD OF EDUCATION
Bound Brook, NJ
LaMonte School
-Office Renovation/Conversion to Classrooms

BROOKDALE COMMUNITY COLLEGE
Lincroft, NJ
-Solar PPA
-Fascia Replacement

CAMDEN CITY PUBLIC SCHOOLS
Camden, NJ
-High School Field House Renovations

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KEVIN M SETTEMBRINO AIA + LEED AP
PRINCIPAL

MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT
Matawan, NJ
- -Barrier Free Toilet Renovations
- -ADA Upgrades

MILLVILLE PUBLIC SCHOOLS
Millville, NJ
- -Millville High School Addition

MONMOUTH BEACH BOARD OF EDUCATION
Monmouth Beach, NJ
Monmouth Beach School
- -Gym Floor Renovations
- -Locker Replacement
- -HVAC Replacement

MORRIS PLAINS SCHOOL DISTRICT
Morris Plains, NJ
- -Facilities Needs Assessment

NEW PROVIDENCE BOARD OF EDUCATION
New Providence, NJ
- -$12M Referendum for Capacity + Capital Projects
- -Lieder Field Bleacher Renovations
- -Long Range Facility Plan
- -$16M Referendum for Renovations, Additions + Capital Projects

NYC SCHOOL CONSTRUCTION AUTHORITY
Long Island City, NY
- -Indefinite Quantity Contract
- -PS 126M Exterior Modernization
- -PS 183Q Exterior Modernization
- -PS 226Q Renovation
- -PS 36M Media Center Renovation
- -PS 62X Auditorium Improvements
- -PS 114X Media Center Upgrades

OCEAN TOWNSHIP BOARD OF EDUCATION
Oakhurst, NJ
Ocean Township High School
- -Track + Bleacher Renovations
- -New Press Box

OCEAN COUNTY COLLEGE
Toms River, NJ
- -Administrative Building Renovations to Ground Floor
- -Security Building Addition + Renovations

PLEASANTECH ACADEMY
Pleasantville, NJ
- -New LEED Charter School

RANNEY SCHOOL
Tinton Falls, NJ
- -Office Renovation Expansion
- -New Ball Field Dugouts
- -Black Box Theatre Stage Renovations
- -GPA Building Upper Gym + Office Renovation

RED BANK BOROUGH BOARD OF EDUCATION
Red Bank, NJ
- -Long Range Facility Plan

ROXBURY BOROUGH BOARD OF EDUCATION
Succasunna, NJ
Jefferson Elementary School
- -Window Replacement

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RITA M. SETTEMBRINO ASSOCIATE AIA + LEED AP PRINCIPAL

With over 20 years of architectural design experience, Rita is responsible for the management of all phases of a project including programming construction documents and construction administration. At the completion of each project, she is responsible for ensuring that the project deliverable is accomplished. Rita's extensive experience in client service and her strong interpersonal skills lend to her success as a Principal.

EDUCATION

THE CATHOLIC UNIVERSITY OF AMERICA
Bachelor of Architecture
Bachelor of Science, Architecture
Magna cum Laude

PROFESSIONAL LICENSE + REGISTRATION

LEED ACCREDITED PROFESSIONAL
United States Green Building Council [USGBC]

PROFESSIONAL AFFILIATION

American Institute of Architects
[Member]

K12 + HIGHER EDUCATION EXPERIENCE

ABSECON PUBLIC SCHOOL DISTRICT
Absecon, NJ

Emma C. Attales Elementary School
- -Capital Improvement Projects
- -Media Center Renovation
- -Exterior Renovations
- -Auditorium Stage Upgrades
- -Classroom Storage Casework
- -Lighting Upgrades
- -Roof Replacement
- -HVAC Replacement
- -Toilet Room Renovations

H. Ashton Marsh Elementary School
- -HVAC Heat Pump Replacement
- -Locker Replacements + Corridor Upgrades
- -Capital Improvement Projects
- -Lighting Upgrades
- -Roof Replacement
- -Long Range Facility Plan
- -$5.2M 2014 Referendum for Capital Improvement Projects

BELVIDERE BOARD OF EDUCATION
Belvidere, NJ

Oxford Street Elementary School
- -Rooftop Unit Replacement

BETHLEHEM TOWNSHIP BOARD OF EDUCATION
Asbury, NJ
- -Pre-K Corridor Floor Replacement

SETTEMBRINO
ARCHITECTS

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RITA M. SETTEMBRINO ASSOCIATE AIA + LEED AP PRINCIPAL

LONG VALLEY BOARD OF EDUCATION
Long Valley, NJ
-New PK-5 School

LOPATCONG TOWNSHIP SCHOOL DISTRICT
Phillipsburg, NJ
Lopatcong Elementary School
-New Interior Doors

MORRIS PLAINS SCHOOL DISTRICT
Morris Plains, NJ
-Facilities Needs Assessment

NEW PROVIDENCE BOARD OF EDUCATION
New Providence, NJ
-$12M Referendum for Capacity + Capital Projects

NYC SCHOOL CONSTRUCTION AUTHORITY
New York
-PS 183Q Exterior Modernization
-PS 226 Gym Renovation
-PS 36M Media Center Renovation
-New K-8 School

NEW YORK INSTITUTE OF TECHNOLOGY
New York, NY
-Dormitory Renovation

OCEAN TOWNSHIP BOARD OF EDUCATION
Oakhurst, NJ
Ocean Township High School
-Barrier Free Bleachers
-New Press Box + Track Expansion

PLEASANTECH ACADEMY
Pleasantville, NJ
-New Charter School

RANNEY SCHOOL
Tinton Falls, NJ
-Office Renovation Expansion
-New Ball Field Dugouts
-Black Box Theatre Stage Renovations
-GPA Building Upper Gym + Office Renovation

RED BANK BOROUGH BOARD OF EDUCATION
Red Bank, NJ
-Long Range Facility Plan

ROXBURY BOROUGH BOARD OF EDUCATION
Succasunna, NJ
Jefferson Elementary School
-Window Replacement

SOUTH BOUND BROOK SCHOOL DISTRICT
South Bound Brook, NJ
Robert Morris Elementary School
-Media Room Renovation
-Toilet Room Renovation

THE COLLEGE OF NEW JERSEY
Ewing, NJ
-HR/Payroll Office Renovation
-Chemistry Lab Renovations
-Dining Hall Expansion
-Window Replacement + Security Screens
-Barrier Free Renovations
-Office Relocation
-Forcina Hall Window Replacement

TOURO COLLEGE
New York, NY
-Medical School Renovation

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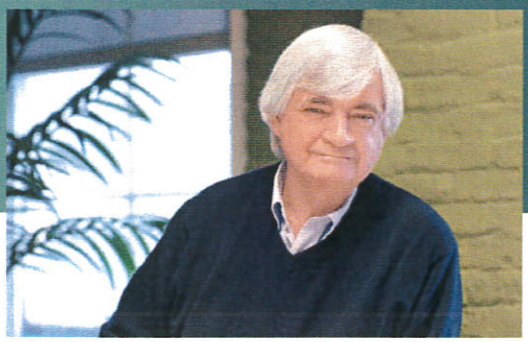


J. LANCE SMITH AIA
SENIOR PROJECT ARCHITECT

Lance has joined the firm with over 45 years of professional experience. Lance is responsible for all planning, programming, architectural and construction documents. He has exposure to a broad range of building types and extensive experience dealing successfully with a diverse range of clients including; public, corporate, speculative developer and private commercial.

EDUCATION

COLUMBIA UNIVERSITY
MSC Architecture + Urban Design

UNIVERSITY OF PENNSYLVANIA
Master of Architecture

UNIVERSITY OF NATAL
Bachelor of Architecture

PROFESSIONAL LICENSE + REGISTRATION

NCARB
NEW JERSEY AI15157
NEW YORK AI031317-I

PROFESSIONAL AFFILIATION

American Institute of Architects
[Member]

STATE, COUNTY, MUNICIPAL + LIBRARY

RIVER VALE TOWNSHIP
New Public Safety Complex
River Vale, NJ

MONMOUTH COUNTY PARK SYSTEM
Portland Place Visitor Access Building
Lincroft, NJ

ATLANTIC COUNTY
Atlantic County Civil Courts Building
Atlantic City, NJ

MONMOUTH COUNTY
SCAT Building Additions + Renovations
Freehold, NJ

CAPE MAY COUNTY
New Stone Harbor Library
Stone Harbor, NJ

Cape May Main Library Additions & Renovations
Cape May, NJ

CAMDEN COUNTY IMPROVEMENT AUTHORITY + THE BOROUGH OF MERCHANTVILLE
Merchantville Community + Senior Center
Voorhees, NJ
Alterations + Renovations

BOROUGH OF SEA BRIGHT
Sea Bright, NJ
New Beach Pavilion + Library
New OEM Municipal Complex

EATONTOWN BOROUGH
Eatontown, NJ
New Wolcott Park Comfort Station + Storage Building

HIGHLANDS BOROUGH
New OEM Municipal Complex
Highlands, NJ

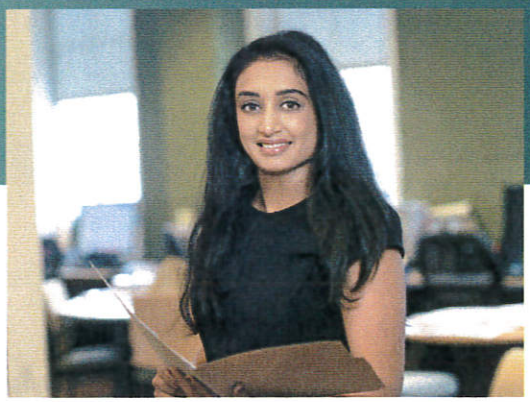
TOWNSHIP OF OCEAN
Renovations to Senior Center
Oakhurst, NJ

BOROUGH OF MILLTOWN
Milltown, NJ
New DPW Complex + Firehouse

SETTEMBRINO
ARCHITECTS

25 Bridge Avenue, Suite 201 | Red Bank, New Jersey 07701 | 732.741.4900 (o) | 732.741.4977 (f) | www.settembrino.com

HINAL PATEL
PROJECT DESIGNER



Hinal joins the firm with comprehensive experience. She has worked on a variety of projects including high-rise residential buildings, commercial buildings, federal buildings, multi-family housing, and shopping complexes. Hinal works closely with her clients and all consultants to ensure that all stages and requirements of the design have been met. She is excellent in planning, designing, programming, and construction documents.

Hinal graduated from Gujarat University in India with a Bachelor of Architecture.

EDUCATION

GUJARAT UNIVERSITY
Bachelor of Architecture

EXPERTISE

- SPACE PLANNING
- ARCHITECTURAL DESIGN/DRAWINGS
- SKETCH DEVELOPMENT
- AUTOCAD/AUTODESK REVIT
- DESIGN DEVELOPMENT
- CONSTRUCTION DOCUMENTATION
- TEAM MANAGEMENT
- PROJECT MANAGEMENT
- TROUBLESHOOTING
- FABRICATION DRAWINGS

USA PROJECT EXPERIENCE

JUNIOR ARCHITECT DESIGNER
Holmdel, NJ
ASG (All State Sales Group)

JUNIOR INTERIOR DESIGNER
Irvington, NJ
BEST MARK NATIONAL LLC

TABOR CENTER
Brooklyn, NY
- Detail drawings of nooks, elevator lobby, and mother's room

500 7TH AVENUE
Brooklyn, NY
- Detail drawings of community bar and pantry island

85 BROAD STREET
Brooklyn, NY
- Detail drawings of conference rooms, waiting areas, and cafeteria

BERGEN STREET
Brooklyn, NY
- Detail drawings of pantry, conference rooms, and nooks

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KATIE TANIS
PROJECT DESIGNER

Katie joins the firm with ample knowledge + skill in the public sector division. She has worked on a variety of projects including hospitals, surgery centers, rehab facilities and other medical institutions. Katie has also worked on beach homes and commercial buildings. She is responsible for the production of projects from schematic design through construction documentation. She coordinates with different consultants, reviews code compliancy, as well as maintains the firm's standards.

Katie is a graduate of Wentworth Institute of Technology in Boston, MA. Prior to that, she studied Civil Engineering at Temple University. She is currently enrolled in the NCARB Architectural Experience Program to become a licensed Architect.

EDUCATION

WENTWORTH INSTITUTE OF TECHNOLOGY
Bachelor of Science in Architecture

PREVIOUS PROJECT EXPERIENCE

SAINT JOSEPH'S MEDICAL CENTER
Yonkers, NY
ED Renovation

NY ENDOVASCULAR CENTER
New York, NY
Tentant Fit Out New Procedural Diagnostic Center

HELEN HAYES HOSPITAL
West Haverstraw, NY
Partial Renovation

EMU HEALTH CENTER
Queens, NY
Renovation

WOMEN'S HEALTH CENTER
Atlantic City, NJ

REGENCY EXTENDED CARE
Yonkers, NY
3 Story Addition

ROCKAWAY CARE CENTER
Far Rockaway, NY
4 Story Addition

COTTRELL COURT TOWNHOMES
Old Bridge, NY
New Construction

VARIOUS RESIDENCES
Long Beach Island, NJ

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T B S

Mark A. Magrino, AIA, *Principal-in-Charge*

Education
Virginia Polytechnic Institute & State University, B.Arch., 1983

Continuing Education:

Roof Consultants Institute, Inc. (RCI)
Symposia on Building Envelope Technology, 2005, 2008, 2010-15

High Performance Roof System Design & Application Technology Seminar
SBS Modified Bitumen & PMMA Technology and Substrates

National Roofing Contractors Association University
Vegetative Roof Systems for Roofing Contractors

University of Wisconsin-Madison College of Engineering
Department of Engineering Professional Development
- *Dealing With Mold-Related Problems in Buildings*
- *Effective Selection and Use of Building Materials*
- *Preventing Building Design and Construction Failures*
- *Built-up Roofing Design*
- *Effective Below-Grade and Plaza Deck Waterproofing*

Harvard University, Graduate School of Design
How to Avoid Building Envelope Problems

Professional Experience

TBS Services, Inc, Haddon Heights, NJ (January 1997 – Present)
Co-Founding Principal, current managing Principal

Francis Cauffman Foley Hoffmann, Philadelphia, PA (April 1988 – January 1997)
Senior Project Manager/Architect responsible for overall preparation of design documents, management of design team (Architects & Consultants), client manager

Sabatino Architects, Philadelphia, PA (October 1986 – April 1988)
Project Architect responsible for construction documentation and construction contract administration during the execution of the work

Rothschild Company Architects, Philadelphia, PA (July 1983 – October 1986)
Intern Architect responsible for documentation of designs prepared by senior Architects, developed design or technical solutions under supervision of senior Architects

Registered Architect
PA, NJ, MD, DE, NY, MA, VA

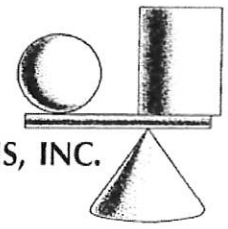
Professional Affiliations
Member, American Institute of Architects
Secretary, Delaware Chapter, American Institute of Architects
Past-Chairman, Philadelphia Building Enclosure Council of AIA
Member, Carpenters' Company of the City & County of Philadelphia
Member, NCARB
Member, National Roofing Contractors Association
Member, Roof Consultants Institute

EDEN Engineering

SETTEMBRINO ARCHITECTS project team.

TEAMWORK divides the TASK + multiplies the SUCCESS.

BUILDING EVALUATIONS, INC.



SETTEMBRINO ARCHITECTS project team.

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(800) 972-9917
Fax: (732) 928-7217
Website: www.buildeval.com
E-mail: buildeval@aol.com

P.O. BOX 1208
236 EAST VETERANS HWY
JACKSON, NJ 08527

EXPERIENCE:

1986 – Present

Building Evaluations, Inc., Jackson, NJ

Co-founder of Building Evaluations, Inc., a construction management, estimating, scheduling, and cost information company. Duties include:

- Manage a staff of 10 estimators in the preparation of conceptual, preliminary and construction document cost estimates.
- Analyze blueprints, specifications, proposals and other construction documents to prepare time, cost, material, and labor estimates for bidding and estimating construction projects.
- Represented clients at meetings with various agencies, in which I have supervised, negotiated fees and evaluated the work of outside consultants.
- Met with major companies and government agencies to plan and review how our services can be utilized.
- I have intense work experience in performing value engineering services to determine the most cost effective materials and processes to be employed on a project.
- I am the editor of Building Evaluations Unit Cost Data book an annual publication consisting of over 25,000 construction items.
- Have become part of the legal team and provided expert construction management review, cost reports and testimony for many litigation cases.
- Develop change order estimates to be used in the negotiation process between owners and contractors.
- Develop constructability reviews to minimize potential problems and make sure that the construction documents are complete and coordinated prior to going out to bid.
- Develop product studies for manufacturers to determine the life cycle costs of various products.
- Developed construction cost estimating software and provided training for both stand-alone and web based systems utilized by a variety of construction professionals.

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PARTIAL PROJECT EXPERIENCE

Federal Government

U.S. Naval Submarine Medical Center
U.S. Coast Guard – Elizabeth City, N.C.
EPA E-Tec Facility – Edison, NJ
Rehabilitation of Water Distribution System – Fort Totten – Bayside, NY
Fort Dix Motor Pool – Fort Dix, NJ
Fuel Systems Maintenance Dock – McGuire AFB, NJ
Composite Maintenance Hangar – McGuire ABF, NJ
Renovation Study of Naval Facilities – Fort Dix, NJ
DOIM Computer Center Building – Fort Dix, NJ
U.S. Naval Submarine Base #6 Turbine Generator – New London, CT
Contractor Delivery & Control Point – McGuire AFB, NJ
Vehicle Wash Building – Fort Dix, NJ
Hazardous Material Storage Building – Fort Dix, NJ
Upgrade Resource Recovery Facility – Fort Dix, NJ
Waste Water Lift Station-Sievers-Sanberg Army Reserve – Pedricktown, NJ
Fuel Cell/Corrosion Facility Hangar – MAFB, NJ
Add Sprinkler System to Bldg 6043 – Fort Dix, NJ
Consolidated Squadron Operating Facility – MAFB, NJ
Renovate Buildings 1907 & 1908 – MAFB, NJ
Modernization & Upgrade of the Federal Office Building – Newark, NJ
First Commonwealth Federal Credit Union – Bethlehem, PA
Javits Federal Office Building – New York, NY
Mutual Federal Savings & Loans – Atlanta, GA
Military Entrance Processing Station – Westover ARB
C-17 Alterations to Maintenance Hangar – Riverside, CA
Veteran's Memorial Museum – Tampa, FL

Aviation

Newark Airport – Newark, NJ
Valley International Airport – Harlingen, TX
Mercer County Airport – Mercer County, NJ

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PARTIAL PROJECT EXPERIENCE-CONTINUED

K – 12 Education

Chatfield LoPresti Elementary School – Seymour, CT
Fairchild Wheeler Magnet High School – Bridgeport, CT
Nathan Hale Elementary School – New London, CT
Winthrop Elementary School – New London, CT
Ratcliffe Elementary School – Nutley, NJ
Yantacan Elementary School – Nutley, NJ
Lincoln Elementary School – Nutley, NJ
Duggan Elementary School – Waterbury, CT
Discovery Magnet School – Bridgeport, CT
Camden's Promise Charter School – Camden, NJ
Kent Place School – Summit, NJ
Spring Garden Elementary School Add/Reno – Nutley, NJ
Shelton Upper Elementary School – Shelton, CT
Chesterfield Elementary School – Chesterfield, NJ
Upper Freehold Middle School – Upper Freehold, NJ
Neptune High School Renovation – Neptune, NJ
Troup School Add/Reno – New Haven, CT
East Hampton School Add/Reno – East Hampton, NJ
University High School – Harford, CT
East End Elementary School – CT
B. Jepsen Magnet School – New Haven, CT
Ethel McKnight Elementary School – East Windsor, NJ
Madison Elementary School – Irvington, NJ
Amity Regional Senior High School – Woodbridge, NJ
Union County Vocational Technical School – Scotch Plains, NJ
Abraham Lincoln Elementary School – Garfield, NJ
Franklin Middle School Addition & Renovation – Nutley, NJ
Vocational & Tech High School – Bridgewater, NJ
Goddard School – Freehold, NJ
Tech School Performance Arts Building (Somerset County Vocational) – Somerset, NJ
Butterfield Junior High School – Van Buren, AR
James N. Naylor Elementary School – Hartford, CT
Naperville Central High School – Naperville, IL
Geneva Middle School – Geneva, IL
Long Branch Middle School – Long Branch, NJ
Gregory School Reno/Add – Trenton, NJ
Riverdale Public School – Riverdale, NJ
Early Childhood School – Wayne Town, NJ
Parry Middle School – Chester, PA
A.J. Demarest Middle School – Hoboken, NJ
Anna Howard Shaw School – Philadelphia, PA
Paterson School District Facility Study – Paterson, NJ
West End Middle School – Chester, PA
Middletown HS North – Middletown, NJ
Sovereign Avenue School K-12 – Atlantic City, NJ
New York Avenue School K-12 – Atlantic City, NJ

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PARTIAL PROJECT EXPERIENCE-CONTINUED

Healthcare - Continued

Preferred Development Medical Center – Armonk, NY

Retail

Jackson Crossing Retail Center – Jackson, NJ
Retail Center – South Plainfield, NJ
Mandee Retail Store Addition – Millburn, NJ
Theater and Retail Addition – Atlantic Highlands, NJ
A-Plus Store – 20 Cities, USA
Raritan Village Shopping Center – Raritan, NJ
Park Ridge Retail Center – Park Ridge, NJ
Vanmeter Retail & Grocery Building – Pocasset, MA
Shoprite of Brick – Brick, NJ
Shoprite of Neptune – Neptune, NJ
Shoprite of Mercer Mall – Lawrence Township, NJ
Shoprite of South Brunswick – South Brunswick, NJ
Shoprite of Piscataway – Piscataway, NJ
Shoprite of Oaktree – Oaktree, NJ
Shoprite of Edison – Edison, NJ
Shoprite of East Brunswick – East Brunswick, NJ
Shoprite of Freehold – Freehold, NJ
Shoprite of Lakewood – Lakewood, NJ
Shoprite of West Long Branch – West Long Branch, NJ
Shoprite of Aberdeen – Aberdeen, NJ
Shoprite of Bound Brook – Bound Brook, NJ
Shoprite of Brick Town – Brick Town, NJ
Shoprite of Montgomery – Montgomery, NJ
Petco Prototype Estimates – 40 Locations, USA
Midas Eight Bay Muffler Shop Prototype – Chicago, IL
Ewing Retail Addition – Ewing, NJ
Middletown Retail Center – Middletown, NJ
CVS – Union, NJ
Town Center Plaza – East Windsor, NJ
Wawa Stores #388 – 39 – 401 – 460 – 482 – New Jersey
Edwards – Raritan, NJ
Caldor – Milbourne, Pa
Walmart Store Expansion – Tulsa, OK
Walmart Store Expansion – Port Isabel, TX
Walmart Store Expansion – Muscle Shoals, Al
Walmart Store Expansion – Brook Haven, MS
Walmart Store Expansion – Paintsville, KY
Walmart Store Expansion – Franklin, NC
Walmart Store Expansion – Asheville, NC
Walmart Store Expansion – Cynthland, KY
Walmart Store Expansion – Morehead, KY

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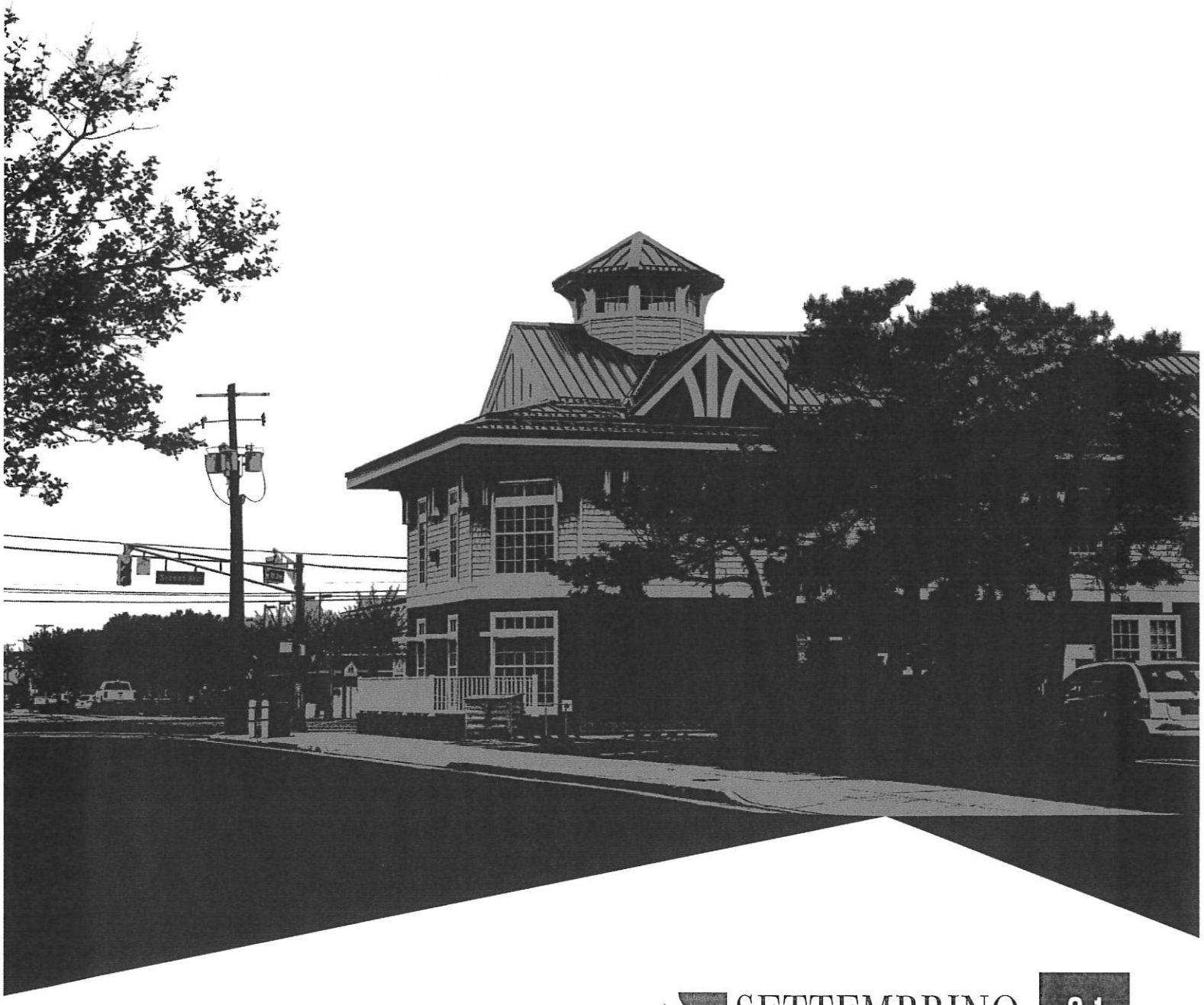
PARTIAL PROJECT EXPERIENCE-CONTINUED

Residential – Continued

Derman Residence –Westfield, NJ
Brunelli Residence – Holmdel, NJ
Ranuro Residence – Point Pleasant Beach, NJ
Fogel Residence – Millburn, NJ
Cortez Residence – Boynton Beach, Fl
Wenz Residence – Breinigsville, PA
Faupel Residence – Colts Neck, NJ
Walsh Residence – Lavellette, NJ
Kendal Residence – Cladwyne, PA
Laura Residence – Morganville, NJ
Reist Residence – Rydal, PA
Berlinski Residence – Ocean Township, NJ
Rankin Residence – Towaco, NJ
Keefer Residence – Hewitt, NJ
Kochaniak Residence – Somerset County, NJ
Reynolds Residence – Colts Neck, NJ
Bromley Residence – New York, NY
Salvi Residence – Lodi, NJ
Caruso Residence – Colts Neck, NJ
Sheden Residence – Montclair, NJ
Libratore Residence – Stuart, FL
Dimiceli Residence – Cornwall, NY
Spickler Residence – Hastings-on-the-Hudson, NY
Sullivan Residence – West Millford, NJ
Hawkes Residence – Jupiter, FL
Simmons Residence – Port Saint Lucie, FL
Lombreglia Residence – Mendham Township, NJ
Stokes Residence – Hewitt, NJ
Loughridge Residence – Celina, OH
Hanson Residence – Van Wert, OH
DiLorenzo Residence – Wall Township, NJ
Heimann Residence – Short Hills, NJ
Hearst Residence – Englewood, NJ
Abramson Residence – North Hutchinson Island, FL
Clapp Residence – Harwich, MA
Hubler Residence – Allentown, PA
Ghigliotty Residence – Piscataway, NJ
Del Giudice Residence – Franklin Lakes, NJ
Jason Residence – Pacific Palisades, CA
McGowan Residence – Portsmist, RI
Marhleh Residence – Fort Pierce, FL

section i.
new jersey client list



NEW JERSEY CLIENT LIST by COUNTY

CAMDEN COUNTY

COUNTY + MUNICIPAL

- County of Camden, Camden, NJ
- Camden County Improvement Authority, Camden, NJ
- Borough of Merchantville, Merchantville, NJ

BOARD OF EDUCATION

- Camden County School District, Camden, NJ

HIGHER EDUCATION

- Cooper University Hospital, Camden, NJ

CAPE MAY COUNTY

COUNTY + MUNICIPAL

- County of Cape May, Cape May, NJ

CUMBERLAND COUNTY

COUNTY + MUNICIPAL

- County of Cumberland, Bridgeton, NJ
- City of Vineland, Vineland, NJ
- City of Bridgeton, Bridgeton, NJ

BOARD OF EDUCATION

- Fairfield Township School District, Fairfield, NJ
- Millville School District, Millville, NJ

ESSEX COUNTY

COUNTY + MUNICIPAL

- Township of Cedar Grove, Cedar Grove, NJ
- Borough of Roseland, Roseland, NJ
- Township of West Caldwell, West Caldwell, NJ
- Essex Improvement Authority, Fairfield, NJ

BOARD OF EDUCATION

- Newark School District, Newark, NJ
- Essex Regional Educational Services Cooperative, Fairfield, NJ

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NEW JERSEY CLIENT LIST by COUNTY

MONMOUTH COUNTY

COUNTY + MUNICIPAL

- County of Monmouth, Freehold, NJ
- Town of Asbury Park, Asbury Park, NJ
- Borough of Bradley Beach, Bradley Beach, NJ
- Borough of Eatontown, Eatontown, NJ
- Borough of Highlands, Highlands, NJ
- Township of Holmdel, Holmdel, NJ
- Township of Howell, Howell, NJ
- Borough of Matawan, Matawan, NJ
- Township of Ocean, Ocean, NJ
- Borough of Sea Bright, Sea Bright, NJ
- Borough of Sea Girt, Sea Girt, NJ
- Borough of Tinton Falls, Tinton Falls, NJ
- Borough of Union Beach, Union Beach, NJ
- Township of Wall, Wall, NJ

BOARD OF EDUCATION

- Asbury Park School District, Asbury Park, NJ
- Atlantic Highlands School District, Atlantic Highlands, NJ
- Eatontown School District, Eatontown, NJ
- Holmdel Township School District, Holmdel, NJ
- Matawan-Aberdeen School District, Aberdeen, NJ
- Monmouth Beach School District, Monmouth Beach, NJ
- Neptune Township School District, Neptune, NJ
- Ranney School, Tinton Falls, NJ
- Red Bank Borough Board of Education, Red Bank, NJ
- Shore Regional High School, West Long Branch, NJ
- Spring Lake Borough Board of Education, Spring Lake, NJ
- Tinton Falls School District, Tinton Falls, NJ
- Union Beach School District, Union Beach, NJ
- West Long Branch Board of Education, West Long Branch, NJ

HIGHER EDUCATION

- Brookdale Community College, Lincroft, NJ

MORRIS COUNTY

BOARD OF EDUCATION

- Morris Plains School District, Morris Plains, NJ
- Rockaway Township Public School District, Rockaway Township, NJ
- Roxbury Township Board of Education, Succassunna, NJ

SETTEMBRINO
ARCHITECTS

NEW JERSEY CLIENT LIST by COUNTY

UNION COUNTY

COUNTY + MUNICIPAL

- County of Union, Union, NJ
- Union County Improvement Authority, Elizabeth, NJ
- Borough of Fanwood, Fanwood, NJ
- Township of Clark, Clark, NJ

BOARD OF EDUCATION

- Union County Vocational Technical Schools, Scotch Plains, NJ
- Elizabeth School District, Elizabeth, NJ
- New Providence School District, New Providence, NJ
- Roselle Park School District, Roselle Park, NJ
- Scotch Plains-Fanwood Board of Education, Scotch Plains, NJ

WARREN COUNTY

BOARD OF EDUCATION

- Belvidere School District, Belvidere, NJ
- Great Meadows School District, Great Meadows, NJ
- Hackettstown School District, Hackettstown, NJ
- Harmony Township School District, Harmony Twp, NJ
- Lopatcong Township School District, Phillipsburg, NJ
- White Township Consolidated School District, Belvidere, NJ
- North Warren Regional High School

HIGHER EDUCATION

- Warren County Community College, Washington, NJ

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NEW *buildings* + additions

COUNTY + MUNICIPAL

BERGEN COUNTY

TOWNSHIP OF RIVER VALE
- **NEW** *Public Safety Complex*

BOROUGH OF BERGENFIELD
- **NEW** *Community Center**

BOROUGH OF LEONIA
- **NEW** *Police Headquarters**

CAPE MAY COUNTY

COUNTY OF CAPE MAY
- **NEW** Stone Harbor Library
- LEED Silver **[NEW]** Sea Isle Library
- Addition to Cape May Main Library

ESSEX COUNTY

BOROUGH OF ROSELAND
- **NEW** Salt Shed + Storage Building

MIDDLESEX COUNTY

BOROUGH OF MILLTOWN
- **NEW** DPW Complex + Firehouse

MONMOUTH COUNTY

COUNTY OF MONMOUTH
- **NEW** *Salt Shed Building**

BOROUGH OF EATONTOWN
- **NEW** Wolcott Park Comfort Station + Storage Building
- **NEW** DPW Facility & Offices

BOROUGH OF HIGHLANDS
- **NEW** OEM Municipal Complex

BOROUGH OF KEANSBURG
- **NEW** *Police Headquarters**

BOROUGH OF OCEANPORT
- **NEW** *OEM Municipal + DPW Complex at Fort Monmouth* [Feasibility]*

BOROUGH OF SEA BRIGHT
- **NEW** Beach Pavilion + Library
- **NEW** OEM Municipal Complex

BOROUGH OF TINTON FALLS
- Addition to Tinton Falls Library

BOROUGH OF UNION BEACH
- Municipal Building Court Renovations + Expansion

CITY OF ASBURY PARK
- **NEW** Lifeguard Station

OCEAN COUNTY

TOWNSHIP OF JACKSON
- Addition to Community Center
- Addition to Senior Center

UNION COUNTY

TOWNSHIP OF CLARK
- **NEW** Police Headquarters

BOROUGH OF FANWOOD
- **NEW** DPW + Rescue Complex

SETTEMBRINO ARCHITECTS

ARCHITECT of RECORD

PRE-QUALIFIED

**Denotes Conceptual Design*

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new

BOROUGH OF SEA BRIGHT

MUNICIPAL COMPLEX + OEM BUILDING

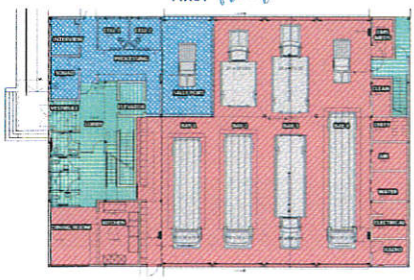
PROJECT summary

The Sea Bright Emergency Response Center is intended to replace the existing Fire Department, Police Station, Administration and EMS, which were severely damaged by Superstorm Sandy. The existing buildings are located at 1099 Ocean Avenue and lie just inland of the beach. It is on this site that the new center will be constructed, containing enough space for the Fire Station, Police Department, EMS Services and an Administration Area for a total of 11,400 gross square feet.

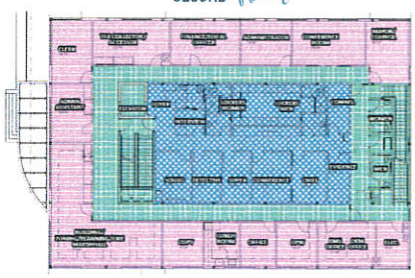
In the case of the Fire House, all vehicles and their support equipment are located at the first floor level with direct access to the street. The Sally Port + Processing Center are the Police component located at street level, while the EMS component has parking for an ambulance and a treatment space. An entrance foyer completes the accommodation assigned to the ground floor. The second floor level is divided into three distinct zones. Administrative functions occur along the east and west edges with the larger communal space located between the two. The spaces are arranged so that they can be shared by the Police and Fire Departments without compromising the security requirements of the Police Department.

The resultant building form is a simple two story box of similar scale to the surrounding commercial buildings. The building's external expression borrows elements from local Sea Bright architecture. Openings in walls are of the punched type with white trim. The proposed building uses three elements and colors to breakdown it's scale and box like form.

FIRST floor



SECOND floor



PROJECT BACKGROUND + SCOPE of work

client type
MUNICIPAL

client
BOROUGH OF SEA BRIGHT
Sea Bright, New Jersey

contact
JOE VERRUNI
Borough Administrator
732.849.0099

completion date
2019

construction value
$7M

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services | PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

PROJECT BACKGROUND + SCOPE of work

client type
MUNICIPAL

client
TOWNSHIP OF CLARK
Clark, New Jersey

contact
JOHN F. LAEZZA
Business Administrator
732.388.3600

construction value
$7M

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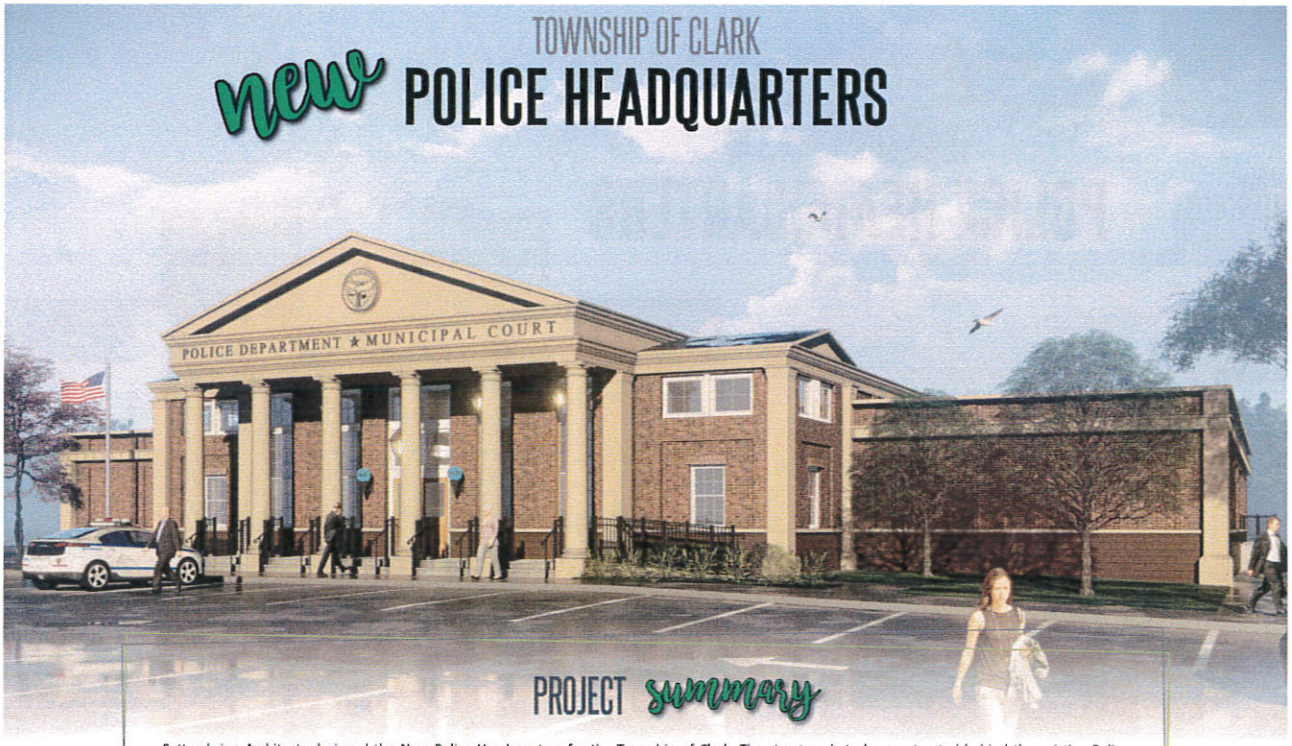
TOWNSHIP OF CLARK

new POLICE HEADQUARTERS



PROJECT summary

Settembrino Architects designed the New Police Headquarters for the Township of Clark. The structure is to be constructed behind the existing Police Headquarters. It is the Borough's intention to keep the existing Police facility functioning while the new Headquarters is constructed. On its completion the existing building will be demolished and the area developed as a parking lot to serve the new building. This arrangement effectively determines the location and footprint of the new building – i.e. at the rear (south) end of the existing building with its public face towards the north overlooking Westfield Avenue, and its more functional aspects (Sally Port/Police Parking) occurring at the south end of the building.

services – PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

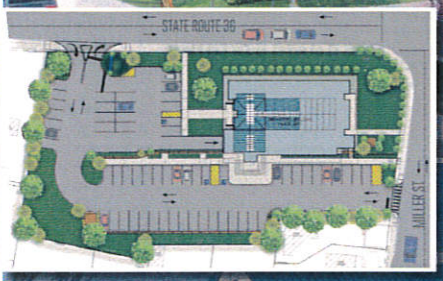
BOROUGH OF HIGHLANDS

New Municipal Complex

PROJECT Summary

The construction of a new Municipal Complex for the Borough of Highlands was deemed necessary due to damage to its existing facilities caused by Hurricane Sandy. Following an initial FEMA review and site selection evaluation, the Borough hired Settembrino Architects to design a new, multi-level, Borough Hall Building with an approximate 15,000 square foot building footprint. The new site for the structure is inland and above the flood zone, helping to protect it from future storm damage.

The new Highlands Municipal Complex will house several uses including the Police Headquarters, Municipal Court and the Administrative Offices. Settembrino Architects designed the conceptual site plan, as well as an initial conceptual rendering, with the intent of using the corner of Route 36 and Miller Street as a landmark entrance for the new Complex. The large, open foyer will welcome visitors with a flood of natural daylight from large skylights above. The architecture directly reflects the downtown shore atmosphere of the Highlands.



PROJECT BACKGROUND + SCOPE of work

client
BOROUGH OF HIGHLANDS
Highlands, New Jersey

contact
KIM GONZALES
Business Administrator
732.872.1224

completion date
JUNE 2021

construction value
$9M

project area
15,000 SF [+/-]

SETTEMBRINO ARCHITECTS

25 Bridge Avenue
Suite 201
Red Bank, New Jersey
07701
732.741.4900 (o)
732.741.4977 (f)
www.settembrino.com

services – PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

COUNTY OF CAPE MAY | Cape May Main Library *Addition + Renovation*

PROJECT *summary*

As the Cape May County Library updates and enlarges their existing main library in Cape May Courthouse, Settembrino Architects was hired to design a second floor addition under the existing entrance portico.

Coupled with this design was the renovation of the main lobby, the second floor library space, the circulation desk & other ancilliary first floor work. Second floor technology side renovations included the relocation of the Young Adult Room and Magazine Room as well as new ceiling, lighting and flooring finishes. Renovations to the second floor also consisted of the removal and replacement of a new ceiling grid and reinstalliation of lights above the Non Fiction Side, design of a new reference desk that included the removal and replacement of the old doors and windows and renovations to the stairs.

Exterior work included new entrance stairs & ramp, the deconstruction of the entrance portico, a new roof system + renovations to the clock tower.

Before

PROJECT BACKGROUND + SCOPE of work

client
CAPE MAY COUNTY
Cape May, New Jersey

contact
ANNMARIE McMAHON
Director of Facilities
609.465.1291

completion date
JULY 2015

construction value
$1.06M

project area
1,000 SF [+/-]

SETTEMBRINO ARCHITECTS
25 Bridge Avenue
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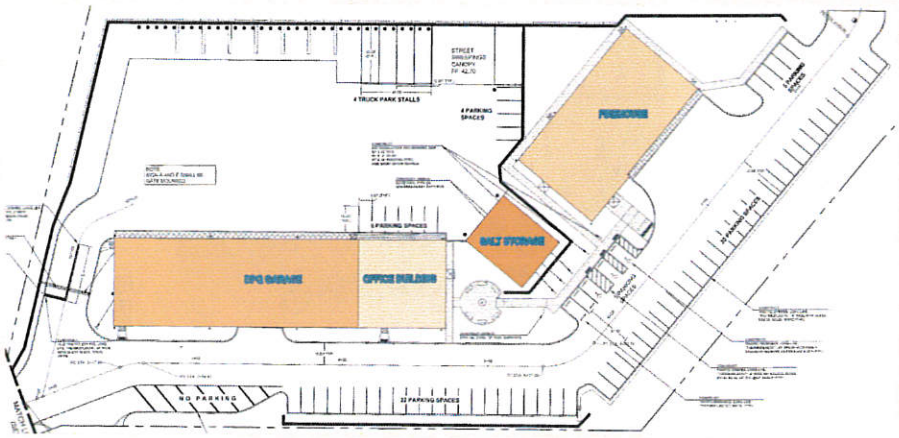
services – PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

BOROUGH OF MILLTOWN | new PUBLIC WORKS COMPLEX + FIREHOUSE

PROJECT BACKGROUND + SCOPE of work



PROJECT summary

Settembrino Architects was hired by the Borough of Milltown to complete architectural, structural, mechanical, electrical, plumbing and fire protection drawings for the new public works complex, firehouse and salt shed project or the Borough of Milltown.

client
BOROUGH OF MILLTOWN
Milltown, New Jersey

contact
MIKE MCCLELLAND
CME Engineering
732-727-8000

completion date
JULY 2019

construction value
$10M

services - PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

SETTEMBRINO ARCHITECTS
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www.settembrino.com

BOROUGH OF EATONTOWN | New Wolcott Park Comfort Station

PROJECT summary

The Borough of Eatontown had received a Municipal Open Space Grant to complete this project. The existing facilities were contained in three buildings, the smallest of which housed an existing electrical room serving the buildings and sections of the park lighting and sprinkler system. It also contained some unused toilets. The second largest building contained the existing bathrooms together with a mechanical space housing electrical and water heating equipment. The third and largest building was primarily used to store park recreation and maintenance equipment.

Settembrino Architects was hired to combine the functions of the existing buildings into one new building on the same site, containing barrier free toilet rooms in addition to recreation and park storage. The design arranged these functions in a simple linear building measuring 17' wide by 63' long, covered with a steep pitched roof. The storage spaces occur at both ends of the building with access from gable end entrances. The bathrooms are located between these two spaces and are accessed off of a covered porch overlooking an existing pathway which leads into the main body of the park. Being that security is typically an issue with these types of facilities, natural lighting of the spaces is limited to a narrow strip of glazing just under the eaves of the roof. In the bathroom this system is supplemented with skylights. The intention was to construct a building using the familiar wood stud system clad in lap siding on the long sides and a metal panel system on the gable ends. The change in materials is an expression of the more utilitarian nature of the two ends of the building. The roof is composed of fiberglass shingles over simple trusses. Construction began in the Spring of 2015 and has since been completed.

PROJECT BACKGROUND + SCOPE of work

client
BOROUGH OF EATONTOWN
Eatontown, New Jersey

contact
GEORGE JACKSON
Borough Administrator
732.389.7608

completion date
2015

construction value
$399,600

project area
904 SF

SETTEMBRINO ARCHITECTS

25 Bridge Avenue
Suite 201
Red Bank, New Jersey
07701
732.741.4900 (o)
732.741.4977 (f)
www.settembrino.com

services – PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

COUNTY + MUNICIPAL capital improvement *projects*

ATLANTIC COUNTY

COUNTY OF ATLANTIC
Atlantic County Civil Courts Building
• Renovations

BERGEN COUNTY

CARLSTADT PUBLIC LIBRARY
• Interior Renovations

GLEN ROCK PUBLIC LIBRARY
• Interior Renovations

BURLINGTON COUNTY

TOWNSHIP OF EVESHAM
The Gibson House
• Renovations + Rehabilitation

CAMDEN COUNTY

COUNTY OF CAMDEN
M. Allan Vogelson Camden County Library
• Renovations

BOROUGH OF MERCHANTVILLE + CCIA
Merchantville Community + Senior Center
• Alterations and Renovations

BOROUGH OF MERCHANTVILLE + CCIA
Merchantville Municipal Building
• Public Safety Improvements

CAPE MAY COUNTY

COUNTY OF CAPE MAY
Cape May Main Library
• Renovations + Addition

CUMBERLAND COUNTY

CITY OF BRIDGETON
City Hall Annex
• Renovations

ESSEX COUNTY

TOWNSHIP OF CEDAR GROVE
Cedar Grove Public Library
• Renovations

BOROUGH OF ROSELAND
Roseland Public Library
• ADA Renovations *[Essex County Community Development Block Grant **CDBG**]*

Municipal Building
• **New** Barrier-Free Ramp + Entry Modification *[**CDBG**]*

MIDDLESEX COUNTY

TOWNSHIP OF WOODBRIDGE
Cypress Recreation Center
• Building Use Conversion to Recreation Center

Hickory Senior Center
• Building Conversion, Feasibility Study + Renovations

BOROUGH OF MILLTOWN
Department of Public Works Complex and Firehouse
• **New** Building, Renovations + Flood Mitigation

**Denotes Conceptual Design*

SETTEMBRINO ARCHITECTS

ARCHITECT of RECORD

PRE-QUALIFIED

25 Bridge Avenue, Suite 201 | Red Bank, New Jersey 07701 | 732.741.4900 (o) | 732.741.4977 (f) | www.settembrino.com

COUNTY + MUNICIPAL capital improvement *projects*

BOROUGH OF UNION BEACH
Municipal Building
- Court Renovations + Expansion
Schematic Design

TOWNSHIP OF WALL
Municipal Building
- Interior + Courtroom Renovations

Municipal Building + Library
- Roof Replacement

Camp Evans
- Roof Replacement

OCEAN COUNTY

TOWNSHIP OF JACKSON
Senior Center
- Roof Replacement + Renovations

Jackson DPW Office Building
- Renovations

PASSAIC COUNTY

TOWNSHIP OF FAIRFIELD
Fairfield Free Public Library
- Interior Renovations*

STATE OF NEW JERSEY

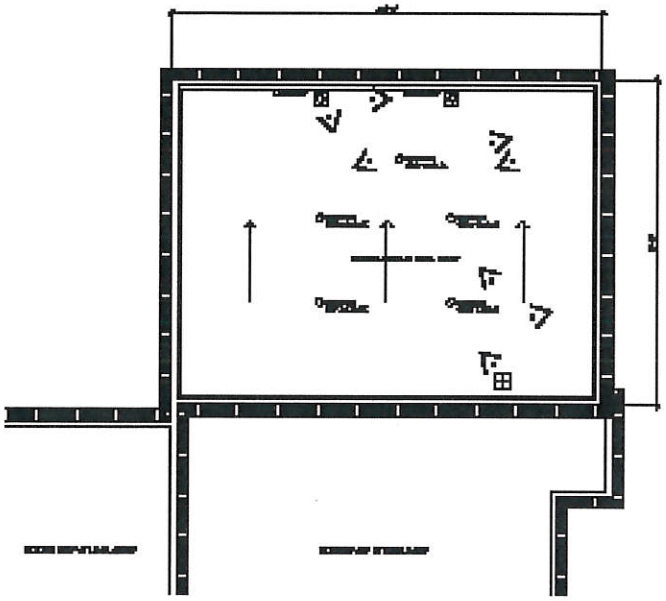
DIVISION OF PROPERTY MANAGEMENT + CONSTRUCTION
Trenton Psychiatric Hospital
- Structural Repairs
- Sally Port Door Replacement

SETTEMBRINO ARCHITECTS

ARCHITECT of RECORD

PRE-QUALIFIED

25 Bridge Avenue, Suite 201 | Red Bank, New Jersey 07701 | 732.741.4900 (o) | 732.741.4977 (f) | www.settembrino.com



1.

2.

3.

4.

5.

6.

7.

8.

SETTEMBRINO
ARCHITECTS

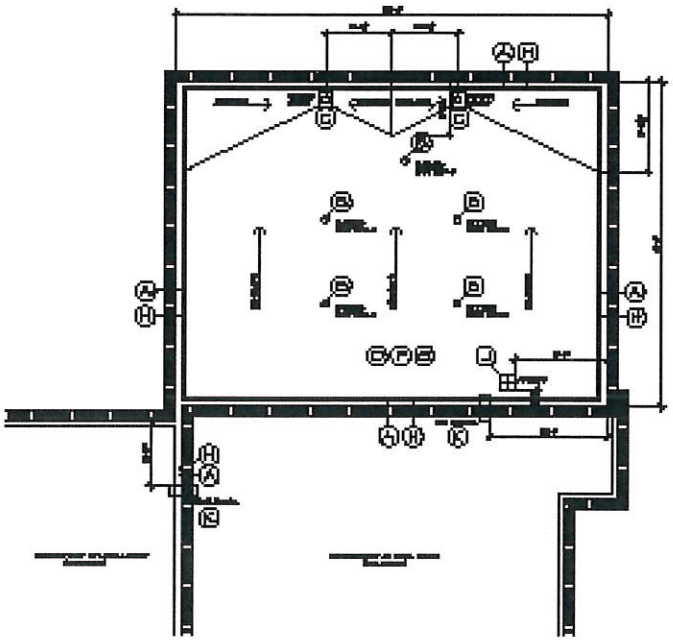
ROOF PLAN

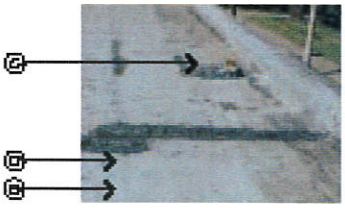
ROOF REPLACEMENT
TO PUBLIC WORKS
FIRE HOUSE

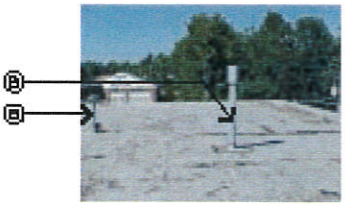
EXISTING
CONDITIONS

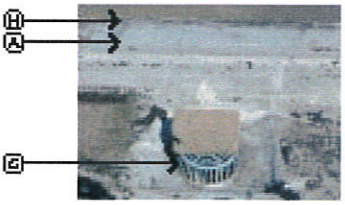
SP.1

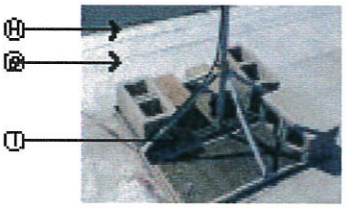
ROOF PLAN - EXISTING CONDITIONS











SETTEMBRINO
ARCHITECTS

ROOF REPLACEMENT
TO ELECTRONICS

ROOF PLAN
NEW WORK

A.101

ROOF PLAN - NEW WORK

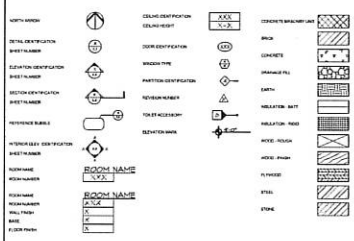
BOROUGH OF EATONTOWN
DPW BUILDING ROOF REPLACEMENT
255 PINEBROOK ROAD, EATONTOWN
MONMOUTH COUNTY, NEW JERSEY

ABBREVIATIONS

LOCATION MAP

PROJECT LOCATION

GRAPHIC SYMBOLS



GENERAL NOTES

1. THIS BUILDING IS DESIGNED TO BE IN COMPLIANCE WITH THE INTERNATIONAL BUILDING CODE (IBC) 2015 EDITION (AS APPROVED BY GOVERNING OFFICIALS) AND NFPA 101 LATEST EDITION.
   IBC CONSTRUCTION TYPE – 2B
   IBC USE GROUPS- F-1 MODERATE HAZARD FACTORY
2. THE CONSTRUCTION SHALL MEET THE FOLLOWING GUIDELINES (LATEST EDITION) REGARDING ACCESSIBILITY:
   INTERNATIONAL BUILDING CODE NJ 2018
   ICC/ANSI A117-2009
   WHERE CONFLICT EXISTS, FOLLOW THE MOST RESTRICTIVE.
3. CONTRACTOR SHALL VERIFY AND OR ESTABLISH ALL DIMENSIONS, ELEVATIONS, AND CONDITIONS IN THE FIELD.
4. DIMENSIONS ARE AS/FAIL, NOT NOMINAL AND ARE GIVEN TO FACE OF ELEMENTS SUCH AS STUDS OR MASONRY.
5. IF THE FIELD CONDITIONS DO NOT PERMIT THE INSTALLATION OF THE WORK IN ACCORDANCE WITH THE DETAILS SHOWN, CONTRACTORS SHALL NOTIFY ARCHITECT IMMEDIATELY AND PROVIDE INFORMATION OF EXISTING CONDITIONS. FINAL INSTRUCTIONS SHALL BE IN ACCORDANCE WITH THE INSTRUCTIONS OF THE ARCHITECT.
6. NO PRODUCTS CONTAINING ASBESTOS OR OTHER HAZARDOUS MATERIALS SHALL BE INSTALLED ON THIS PROJECT OR USED DURING THE CONSTRUCTION OF THIS PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CERTIFY TO THE OWNER THAT THIS REQUIREMENT HAS BEEN MET. SUBCONTRACTORS SHALL VERIFY TO THE CONTRACTORS THAT NO ASBESTOS OR OTHER HAZARDOUS PRODUCTS ARE USED IN THEIR WORK.
7. THESE DRAWINGS SHALL BE USED IN THE CONJUNCTION WITH THE WITH WRITTEN BOOK FORMAT PROJECT MANUAL WHICH CONTAINS SPECIFICATIONS PREPARED FOR THIS PROJECT. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY CONFLICT BETWEEN SPECIFICATIONS AND DRAWINGS AS SOON AS CONFLICTS ARE DISCOVERED.
8. COMPLY WITH MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS FOR INSTALLATION OF MATERIALS UNLESS MORE STRINGENT REQUIREMENTS ARE SPECIFIED.
9. PATCH AND REPAIR ALL DISTURBED MATERIALS AS REQUIRED.
10. ANY NEW MATERIALS, EQUIPMENT, FIXTURES, FINISHES, ETC. THAT ARE DAMAGED DUE TO CONSTRUCTION SHALL BE REPAIRED/REPLACED @ CONTRACTORS EXPENSE.

CODE ANALYSIS

BUILDING CODE DATA

APPLICABLE CODES:
INTERNATIONAL BUILDING CODE, NJ ed. 2018
NATIONAL ELECTRIC CODE, 2014
NATIONAL STANDARD PLUMBING CODE, 2018
ASHRAE 90.1 – 2013
INTERNATIONAL MECHANICAL CODE, 2015
INTERNATIONAL FUEL GAS CODE, 2015
REHABILITATION SUBCODE - NJAC 5: 23-6
BARRIER FREE SUBCODE - NJAC 5: 23-7 AND ANSI-2009

CONSTRUCTION CLASSIFICATION				2B
OCCUPANCY / USE -				
BUILDING - USE GROUP (NO CHANGE)				F-1
FIRE PROTECTION - WITHOUT FIRE SUPPRESSION				
BUILDING AREAS: (NET SQ. FTG.)				TOTAL
ROOF AREA (NO CHANGE)				4,000 SF

PROJECT NAME:
DPW BUILDING - ROOF REPLACEMENT.

PROJECT LOCATION:
255 PINEBROOK ROAD,
EATONTOWN, NJ 07742

DESCRIPTION
PROJECT CONSISTS OF:
REPLACING THE EXISTING ROOF WATERPROOF MEMBRANE.

DRAWING LIST

ARCHITECTURAL

T.001	TITLE SHEET
A.001	EXISTING CONDITIONS
D.101	DEMOLITION PLAN
A.100	NEW WORK
A.101	ROOF DETAILS
A.102	ROOF DETAILS

SETTEMBRINO ARCHITECTS
25 Bridge Avenue | Suite 201
Red Bank, NJ 07701
732.741.4900 (o) | 732.741.4977 (f)

Kevin M Settembrino, AIA, LEED AP
License No. AI 15163

OWNER
BOROUGH OF EATONTOWN
47 Broad Street
Eatontown, NJ 07724
732 865 9497 (O)

No	Description	Date
1	BID SET	01.25.16

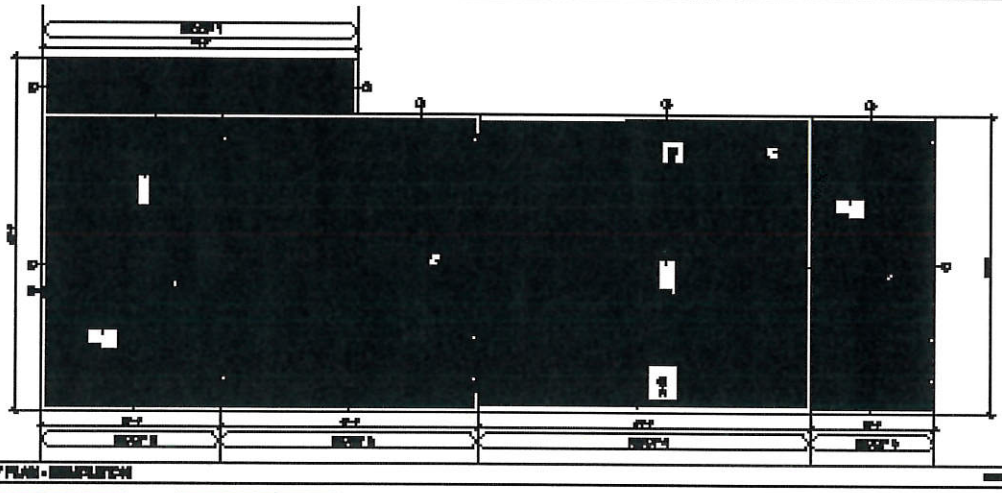
JOB NO: 15.071
DRAWN BY: JLS CHECKED BY: KS
DATE: 01.25.16
CAD FILE:

DPW BUILDING
ROOF REPLACEMENT

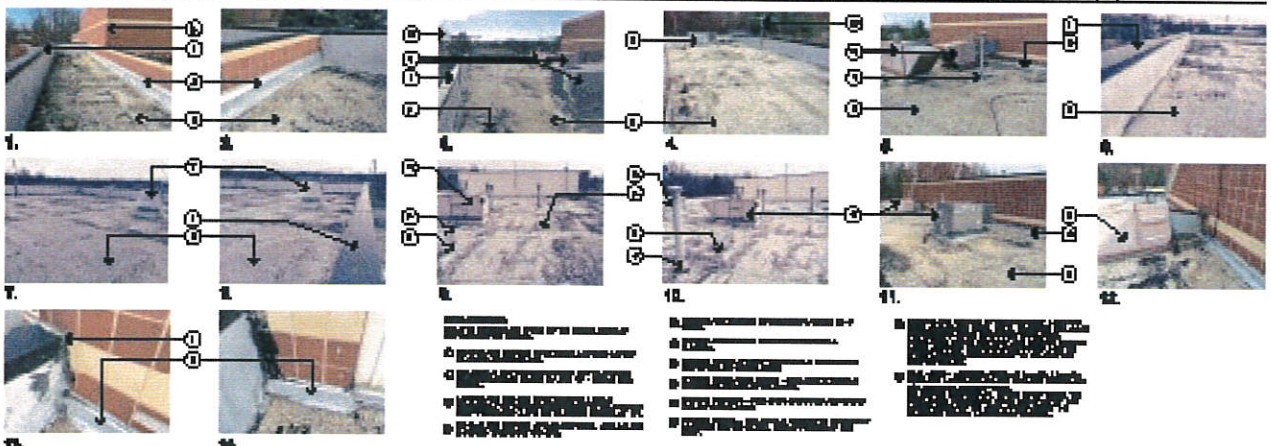
255 PINEBROOK ROAD,
EATONTOWN, NJ 07742

TITLE SHEET

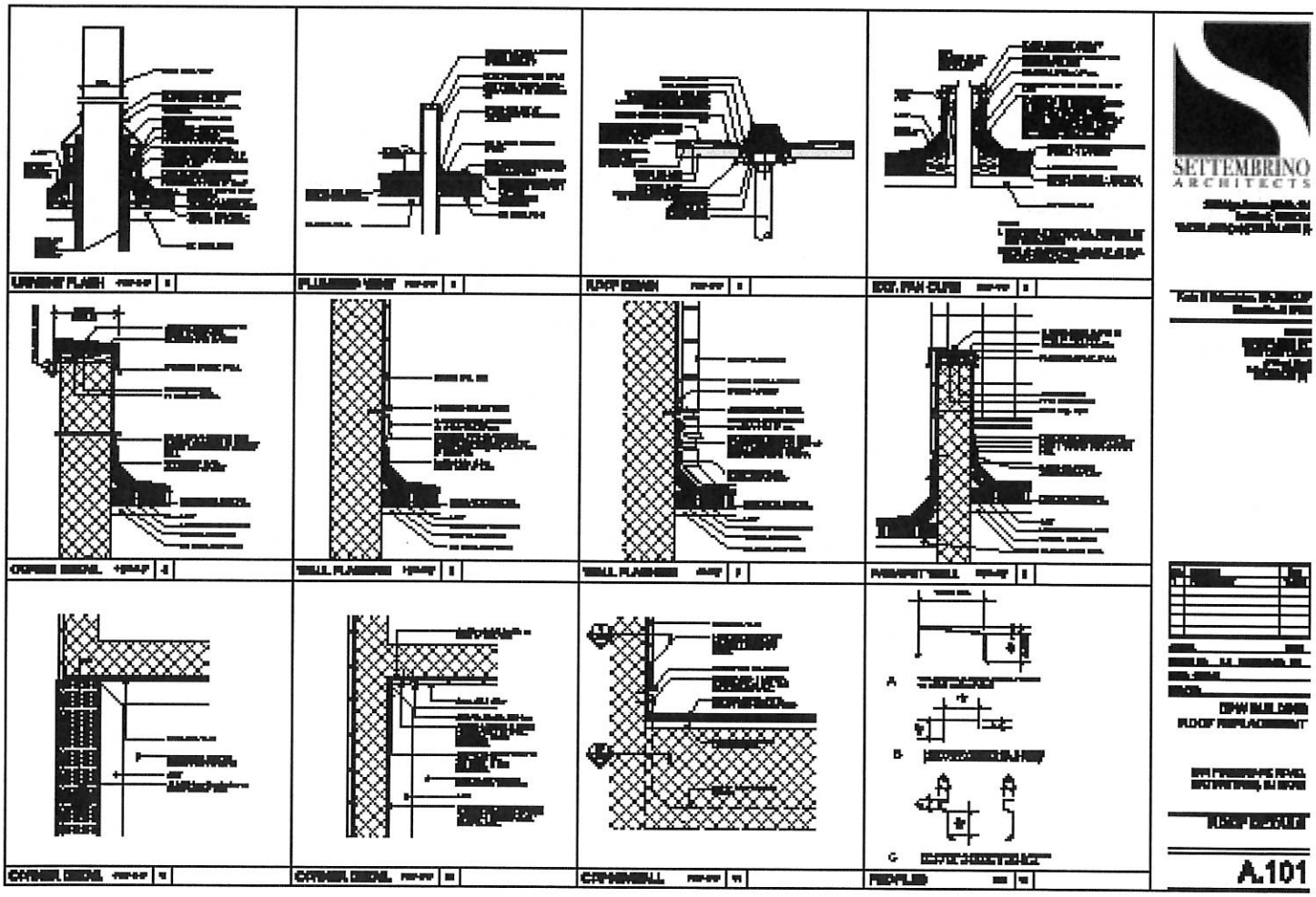
T.001



SETTEMBRINO
ARCHITECTS



D.101



SETTEMBRINO
ARCHITECTS

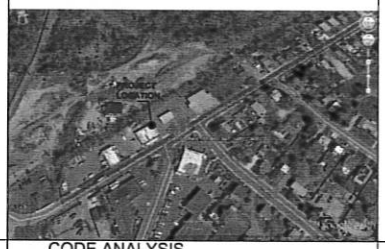
A.101

BOROUGH OF EATONTOWN

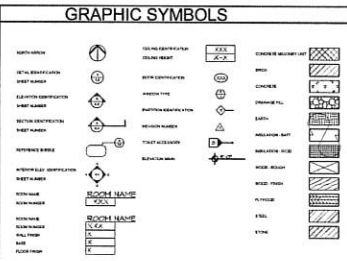
DEPARTMENT OF PUBLIC WORKS, PARKS BUILDING
ROOF REPLACEMENT
137 LEWIS AVENUE, EATONTOWN, NEW JERSEY
MONMOUTH COUNTY

ABBREVIATIONS

LOCATION MAP



GRAPHIC SYMBOLS



GENERAL NOTES

1. ALL WORK IS TO BE EXECUTED IN ACCORDANCE WITH THE APPLICABLE BUILDING CODES AND TO THE SATISFACTION OF THE AUTHORITY HAVING JURISDICTION.
2. THE BUILDING WILL REMAIN OCCUPIED DURING CONSTRUCTION - THE CONTRACTOR IS TO MAINTAIN THE BUILDING IN A WATERTIGHT CONDITION THROUGHOUT THE CONSTRUCTION PERIOD AND IS TO COOPERATE WITH THE OWNER DURING CONSTRUCTION OPERATIONS TO MINIMIZE CONFLICTS AND FACILITATE OWNERS USAGE.
3. CONTRACTOR SHALL VERIFY AND/OR ESTABLISH ALL DIMENSIONS, ELEVATIONS, AND CONDITIONS IN THE FIELD.
4. IF THE EXISTING FIELD CONDITIONS DO NOT PERMIT THE INSTALLATION OF THE WORK IN ACCORDANCE WITH THE DETAILS SHOWN, CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY AND PROVIDE INFORMATION OF EXISTING CONDITIONS. FINAL INSTRUCTIONS SHALL BE IN ACCORDANCE WITH THE INSTRUCTIONS OF THE ARCHITECT.
5. NO PRODUCTS CONTAINING ASBESTOS OR OTHER HAZARDOUS MATERIALS SHALL BE INSTALLED ON THIS PROJECT OR USED DURING THE CONSTRUCTION OF THIS PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CERTIFY TO THE OWNER THAT THIS REQUIREMENT HAS BEEN MET. SUBCONTRACTORS SHALL VERIFY TO THE CONTRACTOR THAT NO ASBESTOS OR OTHER HAZARDOUS PRODUCTS ARE USED IN THEIR WORK.
6. THESE DRAWINGS SHALL BE USED IN THE CONJUNCTION WITH WRITTEN BOOK FORMAT PROJECT MANUAL WHICH CONTAINS SPECIFICATIONS PREPARED FOR THIS PROJECT. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY CONFLICT BETWEEN SPECIFICATIONS AND DRAWINGS AS SOON AS CONFLICTS ARE DISCOVERED.
7. COMPLY WITH MANUFACTURERS INSTRUCTIONS AND RECOMMENDATIONS FOR INSTALLATION OF MATERIALS UNLESS MORE STRINGENT REQUIREMENTS ARE SPECIFIED.
8. PATCH AND REPAIR ALL DISTRESSED MATERIALS AS REQUIRED.
9. ANY EXISTING MATERIALS, EQUIPMENT, FIXTURES, FINISHES, ETC. TO REMAIN THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED / REPLACED @ CONTRACTORS EXPENSE.
10. ANY NEW MATERIALS, EQUIPMENT, FIXTURES, FINISHES, ETC. THAT ARE DAMAGED DUE TO CONSTRUCTION SHALL BE REPAIRED/REPLACED @ CONTRACTORS EXPENSE.

CODE ANALYSIS

APPLICABLE CODES:
INTERNATIONAL BUILDING CODE, NJ ed., 2009
NATIONAL ELECTRIC CODE, 2008
NATIONAL STANDARD PLUMBING CODE, 2009
ASHRAE 90.1 - 2007
INTERNATIONAL MECHANICAL CODE, 2009
INTERNATIONAL FUEL GAS CODE, 2009
REHABILITATION SUBCODE - NJAC 5: 23-6
BARRIER FREE SUBCODE - NJAC 5: 23-7 AND A117.1-2003

OCCUPANCY USE :	EXISTING	PROPOSED
FIRST FLOOR - USE GROUP	b	b

	FIRST FLOOR	ROOF	TOTAL
BUILDING AREAS (NET SQ. FTG.)	4573 SF	4573 SF	
AREA OF WORK	NIL	4573 SF	4573 SF
TOTAL AREA OF WORK (ROOF)			4573 SF

PROJECT NAME:
EATONTOWN DPW PARKS BUILDING
ROOF REPLACEMENT

PROJECT LOCATION:
137 LEWIS AVENUE, EATONTOWN,
NEW JERSEY, MONMOUTH COUNTY.

DESCRIPTION
PROJECT CONSISTS OF REPLACING THE EXISTING ROOF WATERPROOF MEMBRANE.

DRAWING LIST

ARCHITECTURAL

T001	TITLE SHEET
SP 1	EXISTING CONDITIONS PLAN
D101	DEMOLITION ROOF PLAN
D102	DEMOLITION SECTIONS
A101	ROOF PLAN
A102	SECTIONS
A103	DETAILS

SETTEMBRINO ARCHITECTS
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Red Bank, NJ 07701
732.741.4900 (o) | 732.741.4977 (f)

Kevin M Settembrino, AIA, LEED AP
License No. AI 15163

OWNER
Borough of Eatontown
Department of Public Works
250 Pine Brook Road
Eatontown, NJ 07724
732-389-7051

No.	Description	Date
1	OWNER REVIEW	12.18.13

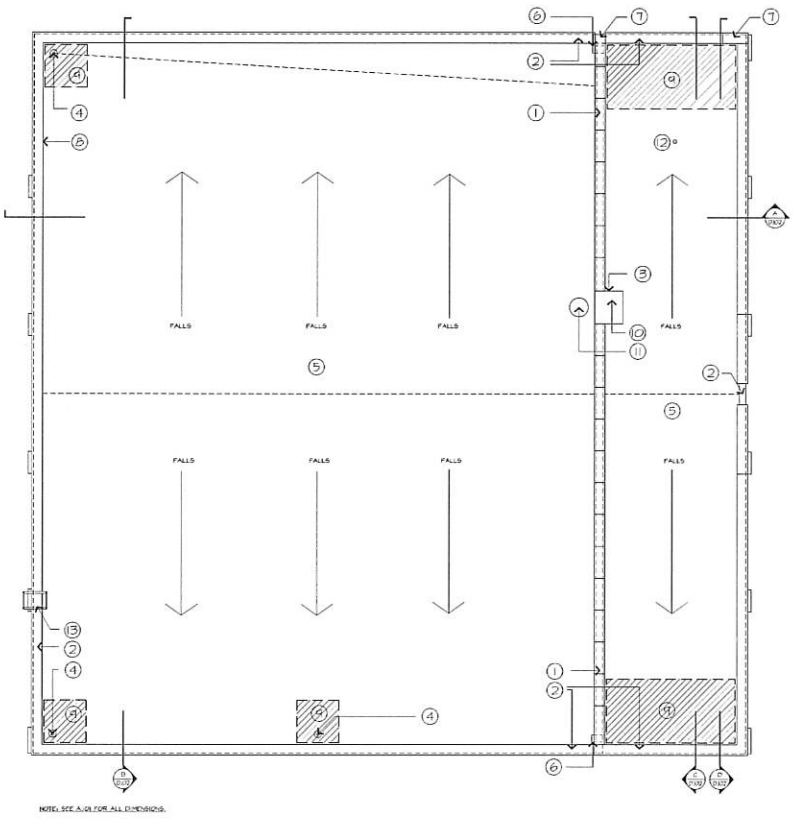
JOB NO.: 13.107
DRAWN BY: J.S. CHECKED BY: KMS
DATE: 01/13/14
CAD FILE:

EATONTOWN DPW
PARKS BUILDING
ROOF REPLACEMENT

137 LEWIS AVENUE,
EATONTOWN,
NEW JERSEY.

TITLE SHEET

T.001



DEMOLITION - ROOF PLAN SCALE: 1/4" = 1'-0" | 1

DEMOLITION NOTES:

WORK TO BE REMOVED PRIOR TO THE INSTALLATION OF THE NEW ROOFING SYSTEM.

1. REMOVE AND DISPOSE OF EXISTING TERRACOTTA COPING TO PARAPET WALL BETWEEN HIGH AND LOW ROOF.
2. REMOVE AND DISPOSE OF EXISTING ALUMINUM COPING TO PERIMETER PARAPET WALLS.
3. REMOVE AND DISPOSE OF EXISTING ALUMINUM FLASHING TO MASONRY CHIMNEY - 3 SIDES.
4. DISCONNECT AND REMOVE EXISTING ROOF DRAINS - TYP.
5. REMOVE AND DISPOSE OF EXISTING ROOF COVERING - DOWN TO EXISTING WOOD DECK IN THE CASE OF THE FIELD, AND BACK TO SOLID SURFACE IN THE CASE OF ALL INTERNAL FACES OF PARAPETS.
6. REMOVE AND DISPOSE OF EXISTING SHEET METAL GUTTERS FROM HIGH ROOF DISCHARGING TO LOWER ROOF.
7. REMOVE AND DISPOSE OF EXISTING MASONRY PROJECTING ABOVE LEVEL OF ADJACENT PARAPETS.
8. REMOVE AND DISPOSE OF EXISTING COUNTER WALL FLASHING FROM PARAPET WALLS.
9. REMOVE AND DISPOSE OF STRUCTURALLY DEFECTIVE WOOD DECKING. ONCE THE EXISTING ROOF COVERING IS REMOVED, THE THE CONTRACTOR IS TO INSPECT THE WHOLE OF THE EXISTING DECK FROM ABOVE AND BELOW AND SUBMIT A DRAWING TO THE ARCHITECT SHOWING THE EXTENT OF THE DEFECTIVE DECKING.

   IN ADDITION TO THE SPECIFIED DECKING TO BE REMOVED, CONTRACTOR TO INCLUDE FIFTEEN (15%) OF THE REMAINING ROOF DECK TO BE REMOVED/REPLACED IN THE BASE BID.

DECKING TO BE REMOVED

A. EXISTING MASONRY CHIMNEY
B. EXISTING STEEL VENT
C. EXISTING VENT
D. EXISTING STEEL LADDER TO BE RETAINED.

ADD ALT. NO. 1
REMOVE EXISTING STEEL LADDER AND REPLACE WITH NEW CODE COMPLIANT LADDER - SEE DETAIL 5 ON DRAWING A-103. INCLUDES FOR REPAIR OF WALL AT EXTG. FIXINGS AND PAINT WHOLE PIER TO MATCH EXTG.

DEMO NOTES 2

SETTEMBRINO ARCHITECTS
25 Bridge Avenue | Suite 201
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732.741.4900 (o) | 732.741.4977 (f)

Kevin M Settembrino, AIA, LEED AP
License No. AI 15163

OWNER
Borough of Eatontown
Department of Public Works
250 Pine Brook Road
Eatontown, NJ 07724
732.389-7651

No.	Description	Date
1	OWNER REVIEW	12.18.13

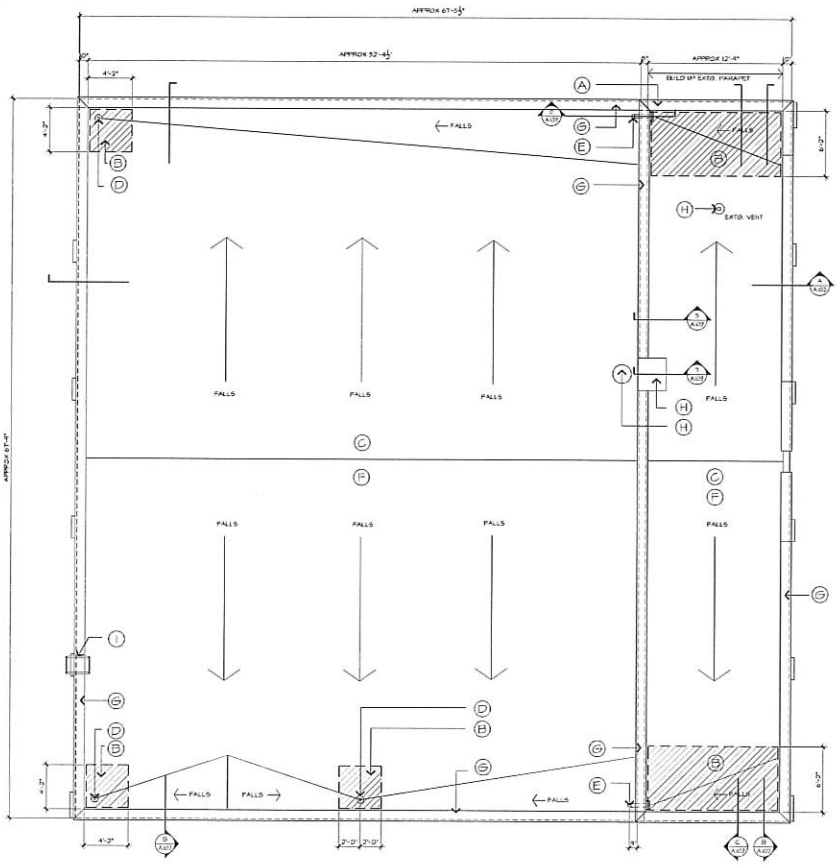
JOB NO. 13.187
DRAWN BY: JLS CHECKED BY: KMS
DATE: 01/13/14
CAD FILE:

EATONTOWN DPW
PARKS BUILDING
ROOF REPLACEMENT

137 LEWIS AVENUE,
EATONTOWN,
NEW JERSEY.

DEMOLITION
ROOF PLAN

D.101



ROOF PLAN

SCALE: 1/4" = 1'-0" | 1

NEW WORK NOTES

WORK TO BE DONE FOR INSTALLATION OF NEW ROOF COVERING

(A) BUILD UP EXISTING MASONRY PARAPET TO MATCH LEVEL OF ADJACENT PARAPETS.

(B) INSTALL NEW WOOD ROOF DECK, CANTS, BLOCKING AND NAILERS FOR THE PROPER EXECUTION OF THE NEW ROOF AND PARAPET SYSTEM TO THE AREAS OF ROOF DECK REPLACEMENT DEPICTED ON THIS DRAWING.

IN ADDITION TO THE SPECIFIED NEW DECKING, THE CONTRACTOR IS TO ALLOW IN HIS BASE BID FOR THE INSTALLATION OF NEW DECKING TO FIFTEEN (15%) OF THE REMAINING ROOF DECK.

AREA OF NEW DECKING.

(C) INSTALL NEW TAPERED INSULATION 6" MIN THICKNESS - 1/8" / 1' MIN. SLOPED TO THE UPPER AND LOWER ROOF INC. FORMED CRICKETS AS SHOWN. SUBMIT TAPERED INSULATION SHOP DRAWING FOR REVIEW BY ARCHITECT.

(D) INSTALL NEW ROOF DRAINS, AS PER DETAIL 3 ON DWG A.103, AND CONNECT UP TO EXISTING LEADERS.

(E) INSTALL NEW PARAPET SCUPPERS TO UPPER ROOF - SEE DWG. A.103, DETAIL 8.

(F) INSTALL 2 PLY HOT APPLIED MODIFIED BUILT-UP ROOFING SYSTEM ALL AS PER THE SPECIFICATION INCLUDE:-

TAKING UP ALL PARAPET WALLS AND FIXING TO WOOD NAILERS - SEE DETAILS ON DRAWING A.103

DRESSING INTO NEW ROOF DRAINS.

DRESSING INTO NEW PARAPET SCUPPERS.

(G) INSTALL NEW 2 PART ALUMINUM COPING TO TOP OF ALL PARAPET WALLS - PROFILE TO MATCH EXISTING.

(H) INSTALL NEW FLASHING TO VENT, METAL EXHAUST AND MASONRY CHIMNEY, SEE DETAILS 1, 2 AND 7 ON DRAWING A.103

(I) REFASTEN/SECURE EXISTING STEEL LADDER TO PARAPET AND EXTERIOR FACE OF WALL. SCRAPE AND REPAINT.

ADD ALT. NO. 1
REMOVE EXISTING STEEL LADDER AND REPLACE WITH NEW CODE COMPLIANT LADDER - SEE DETAIL 9 ON DWG A.103. INCLUDE FOR REPAIR OF WALL AT EXTD. FIXINGS AND PAINT WHOLE PIER TO MATCH EXTG.

WORK TO BE DONE | 2

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Kevin M Settembrino, AIA, LEED AP
License No. AI 15163

OWNER
Borough of Eatontown
Department of Public Works
250 Pine Brook Road
Eatontown, NJ 07724
732.389-7551

No.	Description	Date
1	OWNER REVIEW	12.18.13

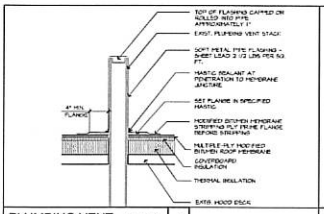
JOB NO. 13.107
DRAWN BY: JLS CHECKED BY: KMS
DATE: 01/13/14
CAD FILE:

EATONTOWN DPW
PARKS BUILDING
ROOF REPLACEMENT

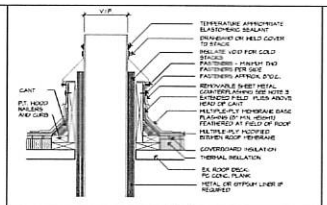
137 LEWIS AVENUE,
EATONTOWN,
NEW JERSEY.

ROOF PLAN

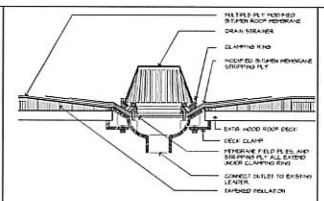
A.101



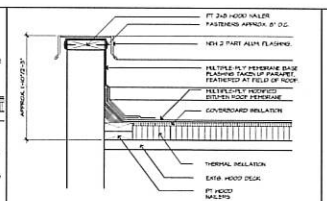
PLUMBING VENT 1 1/2"=1'-0" | 1



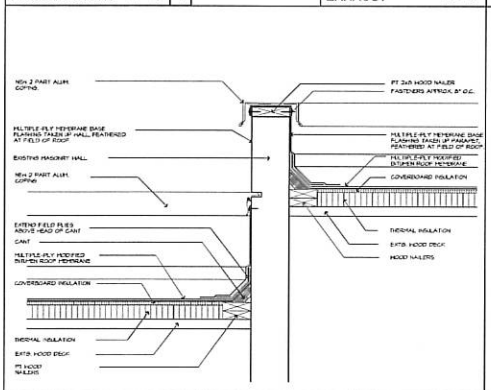
EXHAUST 1 1/2"=1'-0" | 2



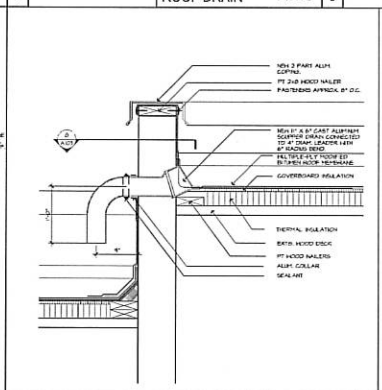
ROOF DRAIN 1 1/2"=1'-0" | 3



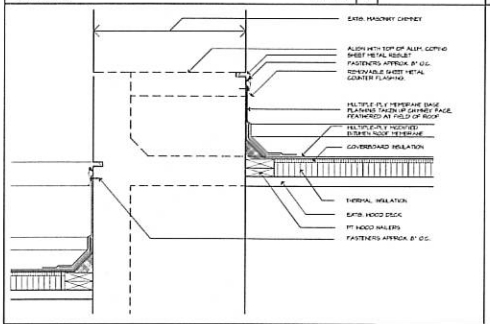
PARAPET- TYP. 1 1/2"=1'-0" | 4



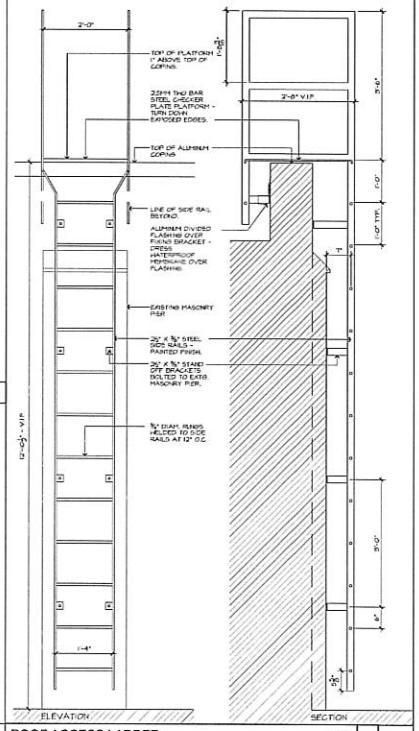
PARAPET 1 1/2"=1'-0" | 5



PARAPET SCUPPER 1 1/2"=1'-0" | 6



ROOF/CHIMNEY JUNCTION 1 1/2"=1'-0" | 7



ROOF ACCESS LADDER 1"=1'-0" | 8

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License No. AI 15163

OWNER
Borough of Eatontown
Department of Public Works
250 Pine Brook Road
Eatontown, NJ 07724
732.389-7631

No.	Description	Date
1	OWNER REVIEW	12.18.13

JOB NO. 13.187
DRAWN BY: JLS CHECKED BY: KMS
DATE: 01/13/14
CAD FILE:

EATONTOWN DPW
PARKS BUILDING
ROOF REPLACEMENT

137 LEWIS AVENUE,
EATONTOWN,
NEW JERSEY.

DETAILS

A.103

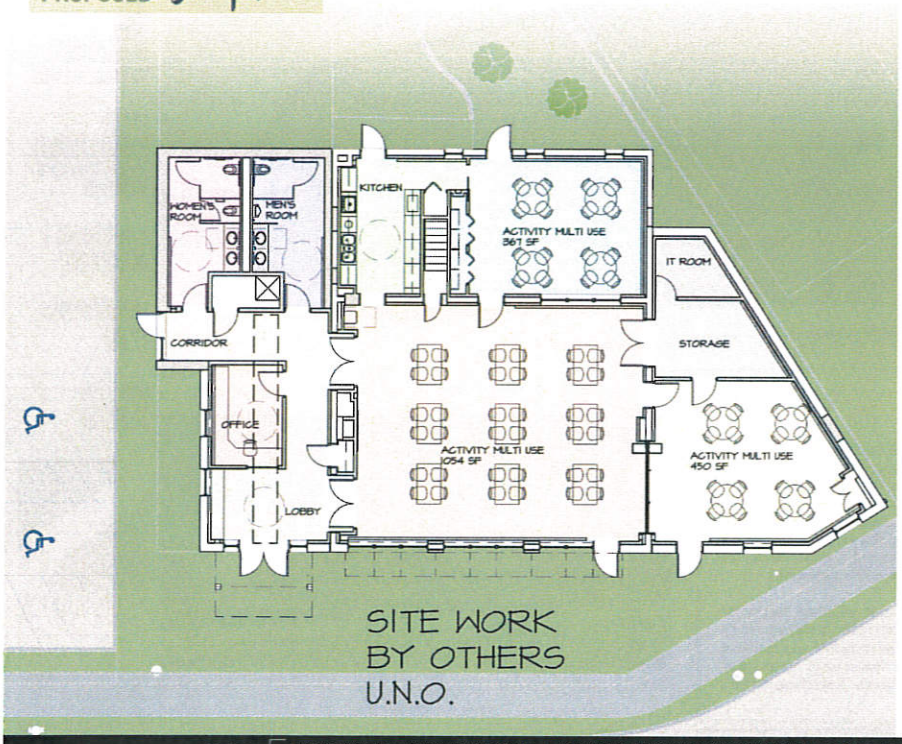
TOWNSHIP OF WOODBRIDGE

Hickory Senior Center

Conversion + Feasibility Study + Renovations

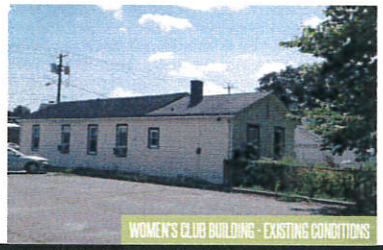
PROJECT BACKGROUND + SCOPE of work

PROPOSED site plan



ST. JOHN'S FIRST AID BUILDING - EXISTING CONDITIONS

ST. JOHN'S FIRST AID BUILDING - EXISTING CONDITIONS


WOMEN'S CLUB BUILDING - EXISTING CONDITIONS

client
TOWNSHIP OF WOODBRIDGE
Woodbridge, New Jersey

contact
CHRISTOPHER KOSTY
Projects Coordinator
732.634-4500 EX. 8494

completion date
OCTOBER 2019

construction value
$1.6M

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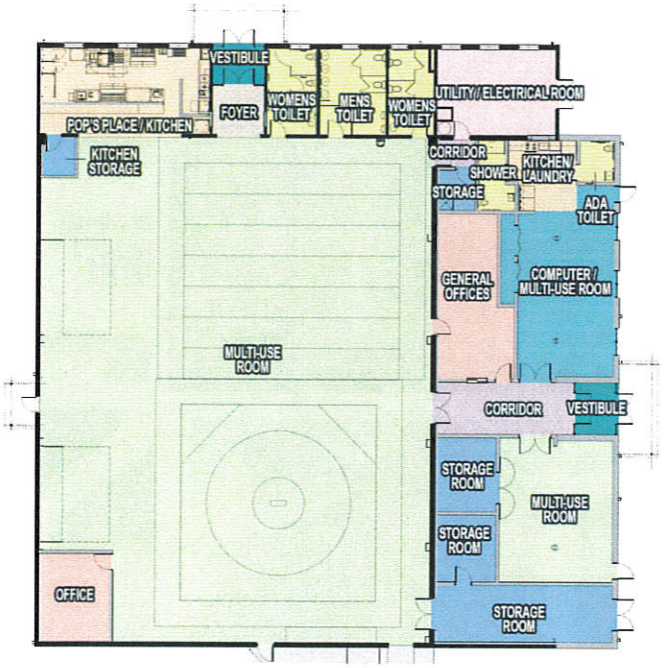
services – PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

FORMER HESS TRAINING CENTER

BUILDING FACILITY ASSESSMENT + USE CONVERSION

Cypress Recreation Center



PROJECT BACKGROUND + SCOPE of work

client
TOWNSHIP OF WOODBRIDGE
Woodbridge, New Jersey

contact
ROBERT LANDOLFI
Township Administrator
732.634.4500

completion date
OCTOBER 2017

construction value
$2.6M

project area
12,300 SF

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BOROUGH OF EATONTOWN | Community Center Annex *historic* renovation

PROJECT *summary*

As the Architect of Record for the Borough of Eatontown, Settembrino Architects has completed the historic renovation of the Eatontown Community Center Annex. Built in the 1920's, this former residential building is now utilized as a day care center. With a project budget of $200,000 from the Monmouth County Community Development Block Grant program, Settembrino Architects worked with the Borough Administration to complete interior and exterior renovations on the building, including the rebuilding of the front porch and entrance. Additionally, environmental engineers and abatement contractors were coordinated to remove any asbestos and lead-based paint from the affected project areas before the start of any construction work. The project was completed on time and on budget in August 2010.

The I. Hathaway House, currently used as the Eatontown Community Center Annex, was renovated as part of a Monmouth County Community Development Block Grant. An application was filed with NJ DEP Historic Preservation Office (SHPO) for the modifications to the building exterior. The existing exterior cladding was removed and was replaced with maintenance free cementitious siding. The floor and stair of the covered front porch was rebuilt with maintenance free composite deck flooring and cementitious siding at walls. Additionally, all decorative trim was scraped/repaired and painted.

services - PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

PROJECT BACKGROUND + SCOPE of *work*

client
BOROUGH OF EATONTOWN
Eatontown, New Jersey

contact
GEORGE JACKSON
Borough Administrator
732.389.7621

completion date
AUGUST 2010

construction value
$200K

construction value
5,000 SF

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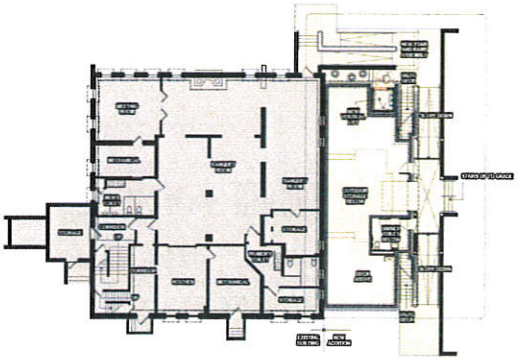
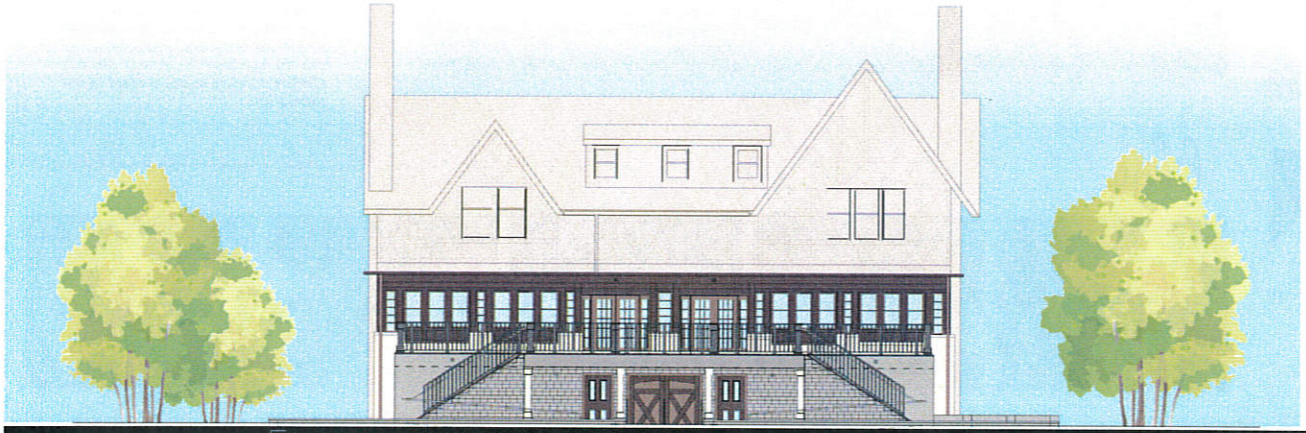
BOROUGH OF MERCHANTVILLE +
CAMDEN COUNTY IMPROVEMENT AUTHORITY

Senior + Community Center
Renovations + Additions





PROJECT BACKGROUND + SCOPE of work

client
BOROUGH OF MERCHANTVILLE
Merchantville, New Jersey

contact
HARRY G. COLLINS
Deputy Director Of Project Management
732.634.4500

completion date
JUNE 2019

construction value
$1M

project area
1 ACRE

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TOWNSHIP OF OCEAN

COURT + COUNCIL CHAMBERS RENOVATIONS

PROJECT summary

The renovation and expansion of the Ocean Township Municipal Building was a 10,000 square foot project which included renovations to multiple areas of the building. The Licensing and Inspections Department, the Council Chamber and Courtroom Area, as well as the Administrative Offices in the West Wing were all renovated. The Council Chamber and Courtroom area was relocated to the first floor and the second floor was turned into administrative offices. The project was completed on-time and on-budget in 2007.

PROJECT BACKGROUND + SCOPE of work

client type
MUNICIPAL

client
TOWNSHIP OF OCEAN
Ocean, New Jersey

contact
ANDREW BRANNEN
Township Manager
908.737.7023

completion date
2007

construction value
$1.4M

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services — PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID + AWARD | CONSTRUCTION | ADMINISTRATION

TOWNSHIP OF JACKSON
Senior Center Addition

SCOPE of work

Following the receipt of an Ocean County Community Development Block Grant (CDBG), the Township of Jackson hired Settembrino Architects to design an addition to their existing Senior Center. The addition will add approximately 840 square feet of space in the form of a new Multi-Purpose room for residents of the Township.

client type
MUNICIPAL

county
OCEAN

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732.741.4977 (f)
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client
TOWNSHIP OF JACKSON
Jackson, New Jersey

contact
DAN BURKE
Municipal Engineer
732.928.1200 ext 229

completion date
TBD

construction value
$250,000

project area
840 SF

services + project phasing
PROGRAMMING
SCHEMATIC DESIGN
DESIGN DEVELOPMENT
CONSTRUCTION DOCUMENTS
BID + AWARD
CONSTRUCTION ADMINISTRATION

fact

SETTEMBRINO ARCHITECTS has been the ARCHITECT OF RECORD for the TOWNSHIP OF JACKSON since 2009.

ARCHITECTURE | INTERIOR DESIGN | LEED SUSTAINABILITY | ENERGY + ESIP | SOLAR | PRESENTATION + GRAPHIC DESIGN | FEASIBILITY STUDIES | BUDGET + COST ANALYSIS | | FACILITY ASSESSMENTS | LRFP + REFERENDUM SUPPORT

NYC SCHOOL CONSTRUCTION AUTHORITY
PS 126M
exterior modernization

PROJECT BACKGROUND + SCOPE of work

client
NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY
New York, New York

contact
CLEVELAND MORRISON
Senior Construction Assessment Specialist
718.472.8524

services provided
EXTERIOR MASONRY + ROOF REPAIRS

completion date
OCTOBER 2009

construction value
$5.6M

After continued evidence of dangerous concrete spalling on site cast concrete, the NYCSCA hired Settembrino Architects to investigate and solve the issue. It was believed the spalling was coming from cast concrete columns and beams over the public sidewalk as well as the adjacent park property. PS 126M in Manhattan, a four-story cast concrete school building had exposed columns and beams which had begun to spall pieces of concrete which then continued down the sidewalk and into the park below. After immediate sidewalk bridges were erected to protect the public, the team at Settembrino Architects began a detailed forensic identification. First the problem area needed to be located, then the systemic damage would need to be repaired and the exterior building would need to be returned to its original design aesthetic.

With a combination of carefully selected masonry probe locations, and a thorough Water Ingress Assessment complete with spray and infrared testing, the location of the water infiltration was determined. Settembrino Architects discovered this infiltration had led to the expansion of the steel rebar within the concrete columns and beams. Systemic solutions included the removal and replacement of site cast concrete over all of the building's exterior. This included exposed portions of columns and beams, parapet brick veneer rebuilding and waterproofing and the addition of weep hole above all spandrel beam locations. Select roof areas needed replacement and an application of an elastomeric coating was applied to all areas of exposed concrete to protect the new site cast concrete. The project was completed in October 2009.

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732.741.4977 (f)
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NYC SCHOOL CONSTRUCTION AUTHORITY
PS 183Q
exterior modernization

PROJECT BACKGROUND + SCOPE of work

NYCSCA once again hired Settembrino Architects to investigate and solve the problems of a 40 year old school building with concrete spalling problems. The school had systemic exterior roof and veneer issues, concrete spalling and settlement problems and water infiltration concerns. Settembrino Architects, after careful investigation, began the management of the design for a complete Exterior Building Modernization. This modernization included a new roof, HVAC equipment, windows, window guards, select masonry veneer replacement, exterior concrete walk replacement and a new barrier free exterior entrance ramp. Additional interior upgrades included a media center renovation. This project was completed on-time and on-budget in September 2012.

client
NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY
New York, New York

contact
CLEVELAND MORRISON
Senior Construction Assessment Specialist
718.472.8524

services provided
EXTERIOR MODERNIZATION

completion date
SEPTEMBER 2012

construction value
$8.5M

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732.741.4977 (f)
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services — PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION | DOCUMENTS | BID+ AWARD | CONSTRUCTION ADMINISTRATION

roof REPLACEMENT EXPERIENCE

COUNTY	PROJECT NAME	PROJECT AREA	CONSTRUCTION VALUE	COMPLETION DATE	ROOF TYPE	DESCRIPTION OF PROJECT
EDUCATIONAL						
Atlantic County	ABSECON BOARD OF EDUCATION *Attales + Marsh Elementary Schools*	100,000 SF	$2.4M	2015	• Cold Applied Multi-Ply • SBS Modified Bitumen • Roof Membrane	**#6** on Roof Replacement Experience Description Page
Bergen County	ALLENDALE BOARD OF EDUCATION *Brookside Middle School*	28,000 SF	$800k	TBD	• Cold Applied Multi-Ply • SBS Modified Bitumen • Roof Membrane	**#6** on Roof Replacement Experience Description Page
Hunterdon County	CLINTON TOWNSHIP BOARD OF EDUCATION *Spruce Run Elementary School*	43,000 SF	$500k	2012	• Cold Applied Multi-Ply • SBS Modified Bitumen • Roof Membrane	**#1** on Roof Replacement Experience Description Page
Hunterdon County	HIGH BRIDGE BOARD OF EDUCATION *High Bridge Middle School*	2,000 SF	$50k	2012	• EPDM • Roof Membrane	**#2** on Roof Replacement Experience Description Page
Hunterdon County	STEPPING STONE SCHOOL *Stepping Stone School*	15,000 SF	$350k	2007	• Cold Applied Multi-Ply • SBS Modified Bitumen • Roof Membrane	**#4** on Roof Replacement Experience Description Page
Hunterdon County	LEBANON TOWNSHIP BOARD OF EDUCATION *Valley View School*	61,000 SF	$610k	2018	• Dimensional Fiberglass Shingles	**#3** on Roof Replacement Experience Description Page

ARCHITECT of RECORD PRE-QUALIFIED

roof REPLACEMENT EXPERIENCE

COUNTY	PROJECT NAME	PROJECT AREA	CONSTRUCTION VALUE	COMPLETION DATE	ROOF TYPE	DESCRIPTION OF PROJECT
EDUCATIONAL						
Passaic County	**WEST MILFORD BOARD OF EDUCATION** *Westbrook Elementary School*	33,000 SF	$750k	2015	• Cold Applied Multi-ply • SBS Modified • Bituminous RF Membrane	**#6** on Roof Replacement Experience Description Page
Passaic County	**WEST MILFORD BOARD OF EDUCATION** *West Milford High School*	160,000 SF	$4M	2016	• Cold Applied Multi-ply • SBS Modified • Bituminous RF Membrane	**#6** on Roof Replacement Experience Description Page
Passaic County	**WEST MILFORD BOARD OF EDUCATION** *Macopin Middle School*	130,000 SF	$3M	2016	• Cold Applied Multi-ply • SBS Modified • Bituminous RF Membrane	**#6** on Roof Replacement Experience Description Page
Union County	**NEW PROVIDENCE BOARD OF EDUCATION** *Salt Brook Elementary School*	54,000 SF	$1M	2018	• Cold Applied Multi-ply • SBS Modified • Bituminous RF Membrane	**#6** on Roof Replacement Experience Description Page
Union County	**NEW PROVIDENCE BOARD OF EDUCATION** *New Providence Middle/High School*	102,000 SF	$2.2M	2018	• Gravel surfaced • Cold Applied Multi-ply • Modified Bituminous RD Membrane	**#7** on Roof Replacement Experience Description Page

ARCHITECT of RECORD PRE-QUALIFIED

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roof REPLACEMENT EXPERIENCE

COUNTY	PROJECT NAME	PROJECT AREA	CONSTRUCTION VALUE	COMPLETION DATE	ROOF TYPE	DESCRIPTION OF PROJECT
MUNICIPAL						
Monmouth County	BOROUGH OF EATONTOWN *DPW Building*	5,000 SF	$80k	2016	• Built Up Roofing	**#4** on Roof Replacement Experience Description Page
Monmouth County	BOROUGH OF EATONTOWN *DPW Building*	10,000 SF	$250k	2015	• Built Up Roofing	**#6** on Roof Replacement Experience Description Page
Monmouth County	TOWNSHIP OF OCEAN *Senior Center*	9,300 SF	$135k	2015	• Asphalt • Shingle • Standing Seam Metal	**#3** on Roof Replacement Experience Description Page
Monmouth County	TOWNSHIP OF WALL *Camp Evans*	28,000 SF	$280k	2017	• Dimensional Fiberglass Shingles	**#3** on Roof Replacement Experience Description Page
Ocean County	TOWNSHIP OF JACKSON *Senior Center*	8,500 SF	$197k	2012	• Asphalt • Shingle	**#3** on Roof Replacement Experience Description Page
INSTITUTIONAL						
Monmouth County	KEANSBURG HOUSING AUTHORITY *McGrath Towers*	16,000 SF	$350k	2013	• Gravel surfaced • Cold Applied Multi-ply • Modified Bituminous RD Membrane	**#8** on Roof Replacement Experience Description Page

ARCHITECT of RECORD PRE-QUALIFIED

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section vi.
solar projects

EDUCATION

ABSECON BOARD OF EDUCATION
solar power purchase agreement [PPA]

PROJECT BACKGROUND + SCOPE of work

The Absecon Board of Education hired Settembrino Architects to prepare an RFP and execute complete Construction Administration for a Solar Power Purchase Agreement (PPA) project for an 860kW Ground Mount Solar Array. The completed project is now generating approximately 90% of annual energy needed in the district and will save taxpayers over $1 million during the fifteen (15) year lease period. The project was executed by NJR, a division of New Jersey Natural Gas Company, with no capital outlay from the Absecon Board of Education and is providing cash savings every year. An educational kiosk at each school was included in the project as well as an online webpage to track real time energy savings.

Atlantic County

client

ABSECON BOARD OF EDUCATION
Absecon, New Jersey

contact

TINA MARUKA
Business Administrator
609.641.5375

completion date

SEPTEMBER 2013

construction value

$2.5M

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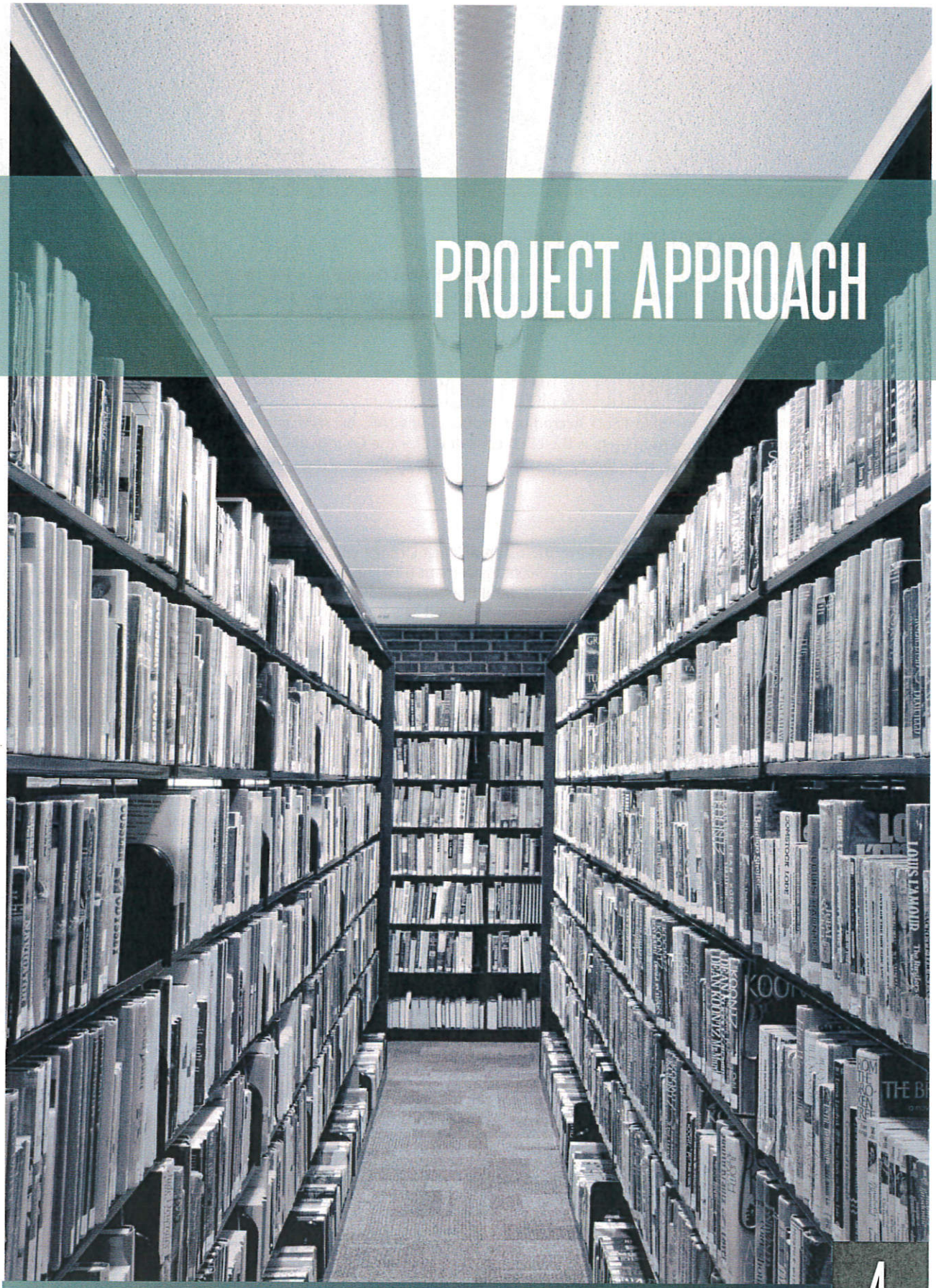
services + project phasing – PROGRAMMING | SCHEMATIC DESIGN | DESIGN DEVELOPMENT CONSTRUCTION DOCUMENTS | BID+ AWARD | CONSTRUCTION ADMINISTRATION

PROJECT APPROACH



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4.

expedite the final code review process at 100% construction document completion. These careful documentation, estimating and planning methods shall minimize change orders during construction.

ADD + DEDUCT ALTERNATES

Our team, together with the **Township of West Orange** administration, will recommend both add & deduct alternates to be placed in the bid documents. This shall provide the **Township of West Orange** with the flexibility to award some additional desired project components based on the proximity of the base bid to the prescribed estimate.

BID PACKAGING, BID+ AWARD

Settembrino Architects will recommend bid packaging and bid procedures to provide the most competitive pricing for the **Township of West Orange**. Projects shall either be bundled single lump sum or on a "per discipline" delivery process based on the bidding climate at the time. Additionally, Settembrino Architects will solicit quality contractors and conduct a pre-bid meeting. We will analyze bid results and provide recommendations for project award in coordination with the **Township.**

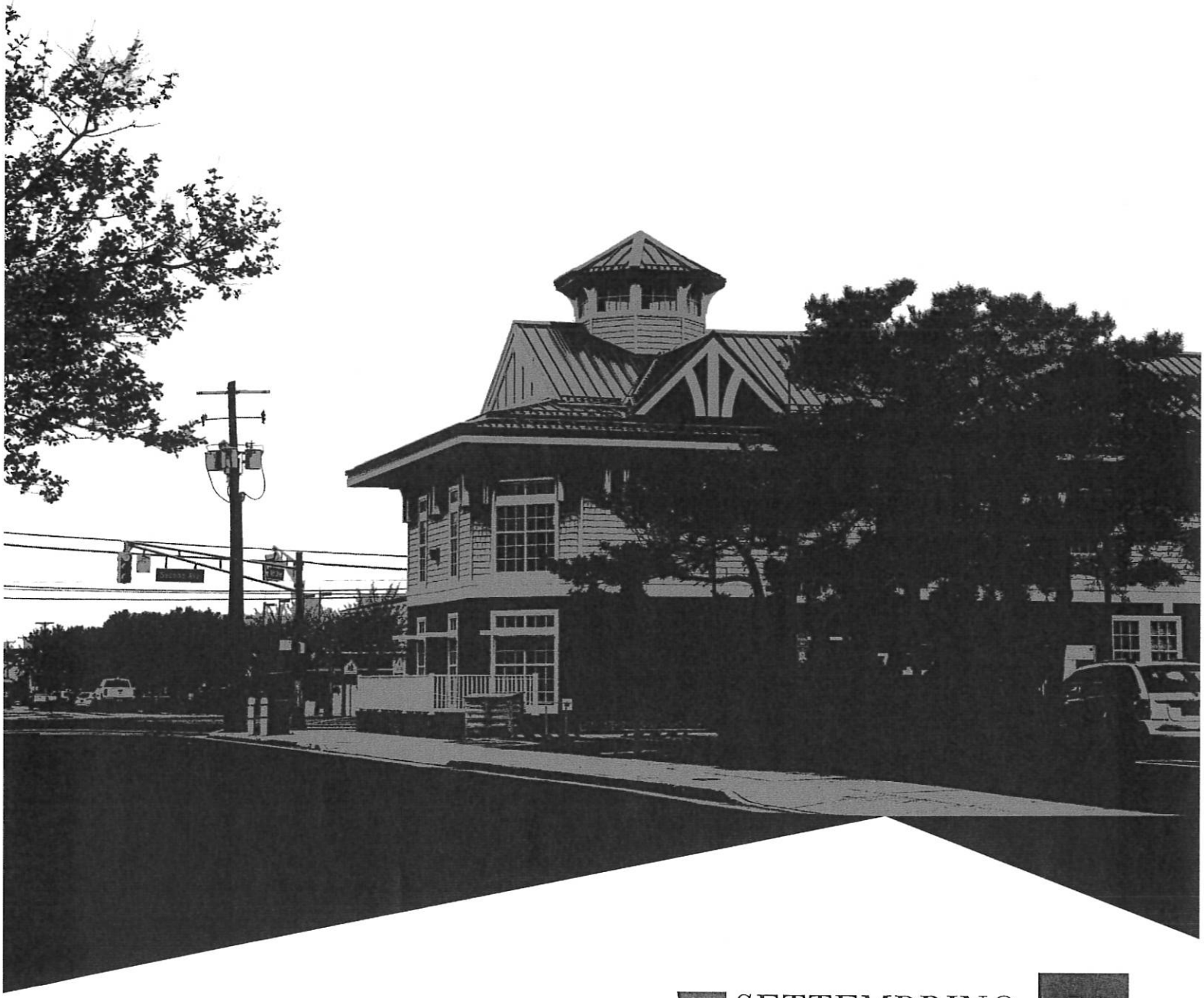
CONSTRUCTION ADMINISTRATION & BUDGET TRACKING

Kevin Settembrino, AIA, LEED AP, will be on site at least once a week, or more if required, to verify the construction progress, scope and quality match all of the contract documents. We shall review and approve shop drawings as well as all contractor application for payment. All budgets shall be tracked and reported with each application for payment submittal. This budget tracking will provide a monthly review of funds encumbered, remaining, and available contingencies. Biweekly construction meetings will be held on-site with the contractor and owner present. Meeting minutes will be recorded and distributed.

SUBSTANTIAL COMPLETION, CLOSEOUT + OCCUPANCY

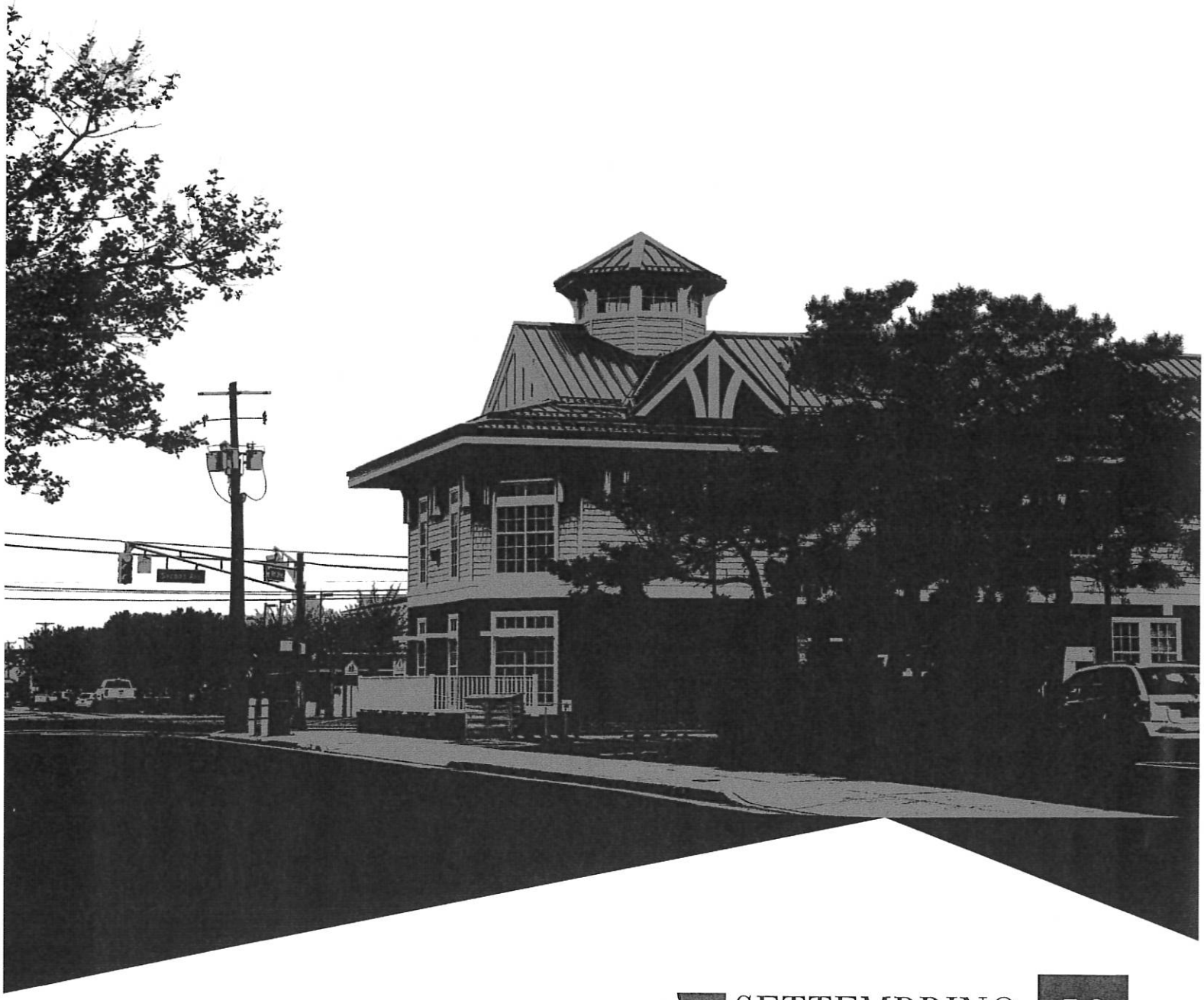
Settembrino Architects will provide an intense effort to reach substantial completion as scheduled. We will prepare punch lists and review their completion as well. Settembrino Architects shall assist the contractor to achieve temporary Certificate of Occupancy as well as a Final Certificate of Occupancy. We shall ensure that all operations manuals and personnel training is completed prior to releasing the contractor from the project.

section i.
fixed fee proposal

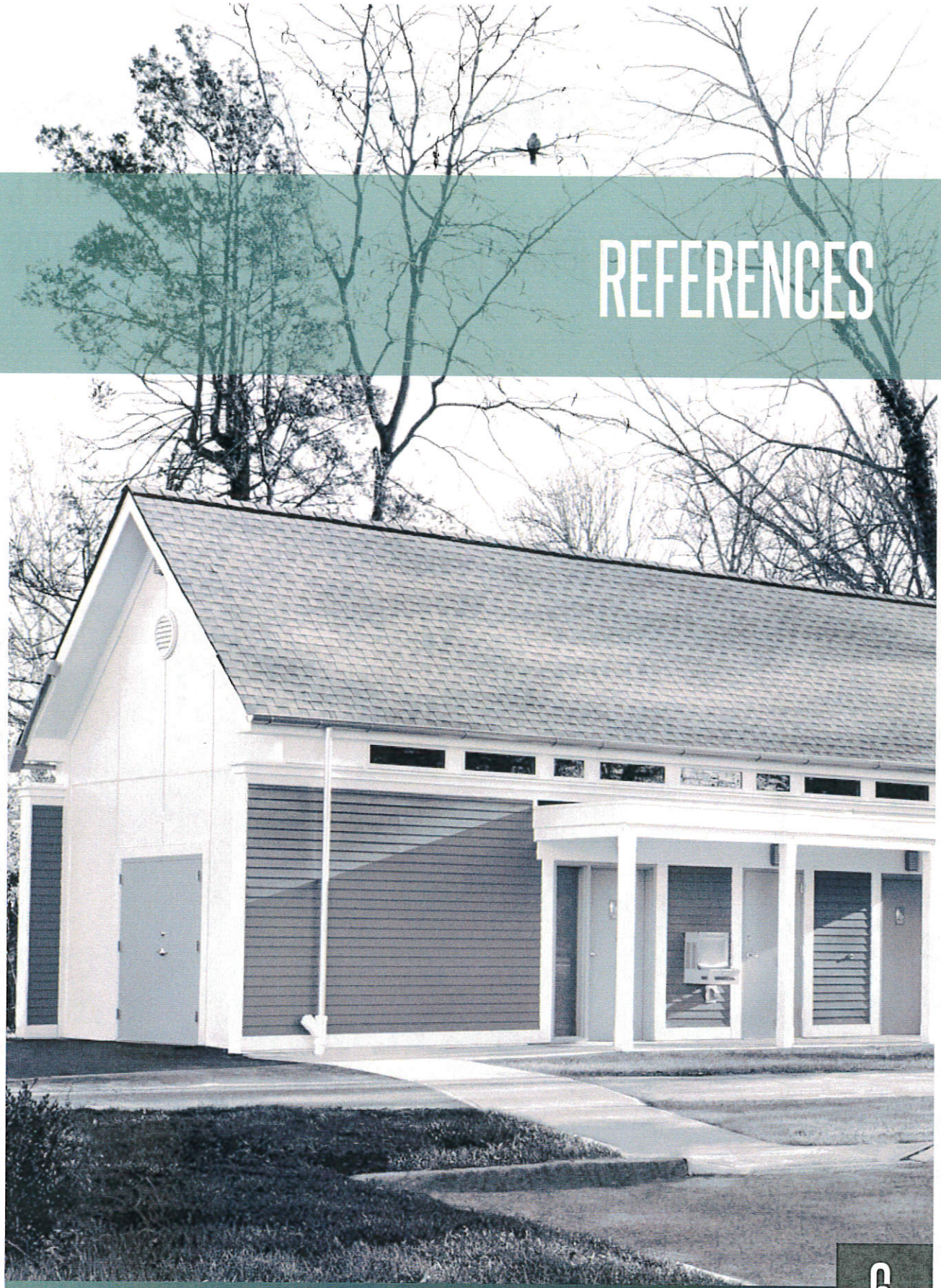


section ii.

settembrino architects 2020 hourly rates



REFERENCES



NEW WALCOTT COMFORT STATION | EATONTOWN, NJ | SETTEMBRINO ARCHITECTS

6.

new jersey COUNTY + MUNICIPAL *references*

ATLANTIC COUNTY
Robert Reynolds
Senior Architect/Atlantic County Facilities Management
1227 Drexel Ave, P.O. Box 1107
Atlantic City, NJ 08401
P. 609.344.3654

CAMDEN COUNTY
Michael Hagarty
Camden County Improvement Authority
Director of Project Management
520 Market Street, 8th Floor
Camden, New Jersey 08102
P. 856.374.6093

CAPE MAY COUNTY
Deborah Poillon
Library Director
4 Moore Road
DN-149
Cape May Courthouse, NJ 08210
P. 609.463.6350

CARLSTADT BOROUGH
Joe Crifasi
Director of Facilities
500 Madison Street
Carlstadt, NJ 07072
P. 201.939.2850

EAST RUTHERFORD BOROUGH
James L. Cassella
Former Mayor
1 Everett Place
East Rutherford, NJ 07073
P. 201.933.3444

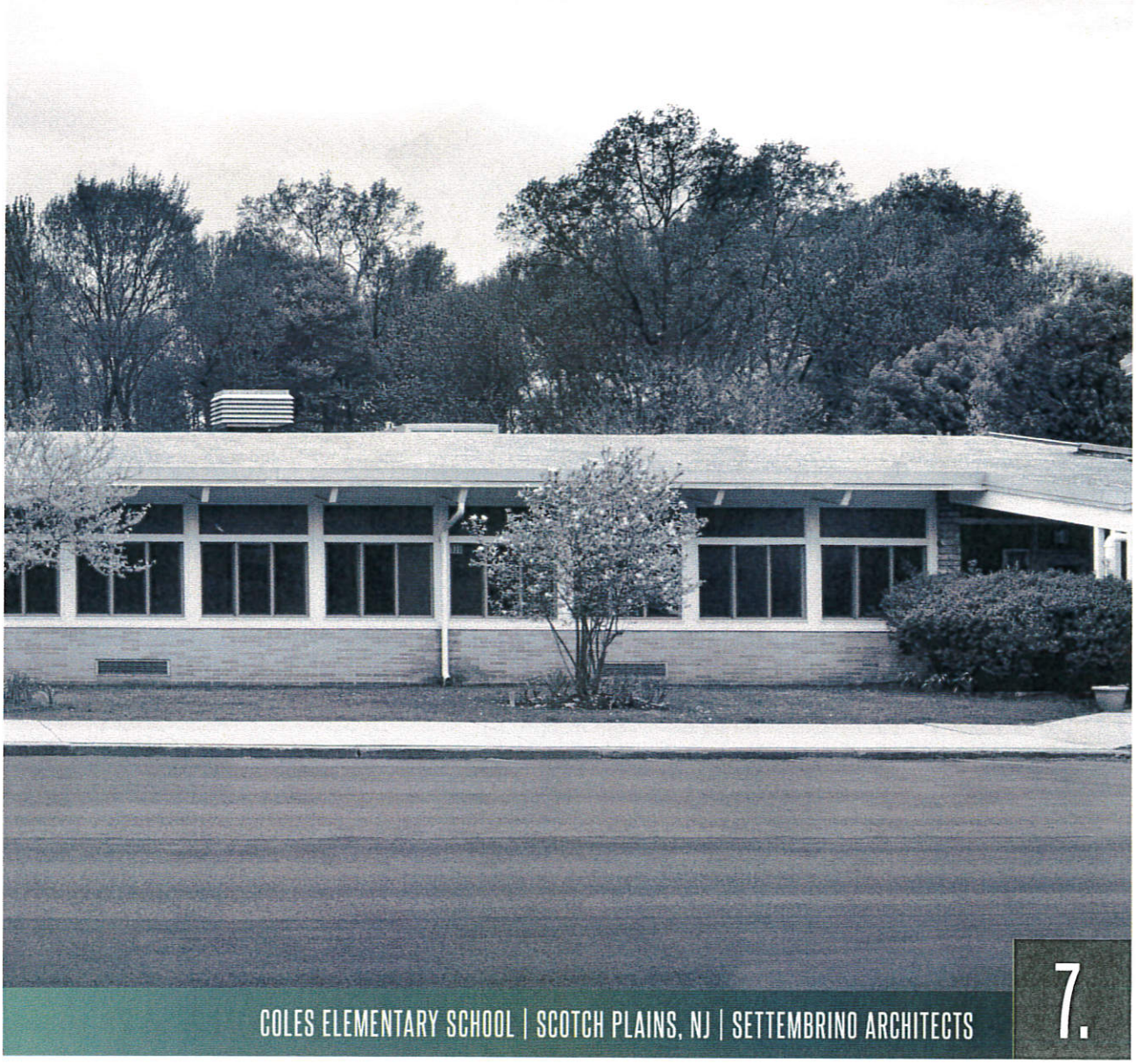
EATONTOWN BOROUGH
George Jackson
Business Administrator
344 Broadway
Long Branch, NJ, 07740
P. 732-571-5645

HOLMDEL TOWNSHIP
Honorable Patrick Impreveduto
Freeholder
1 East Main Street
Freehold, NJ 07728
p. 732.431.7387

NEW BRUNSWICK
Daniel Burke
Municipal Engineer
Civic Square, 25 Kirkpatrick Street
New Brunswick, NJ 08901-0269
p. 732.745.5056

SETTEMBRINO
ARCHITECTS

ADDITIONAL DOCUMENTATION



COLES ELEMENTARY SCHOOL | SCOTCH PLAINS, NJ | SETTEMBRINO ARCHITECTS

7.

SETTEMBRINO ARCHITECTS

NJ BUSINESS REGISTRATION

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

HUBBARD ASSOCIATES LLC

TRADE NAME:

SETTEMBRINO ARCHITECTS

ADDRESS:

25 BRIDGE AVENUE
RED BANK NJ 07701

SEQUENCE NUMBER:

1509521

EFFECTIVE DATE:

08/31/09

ISSUANCE DATE:

07/09/15

James J. Fusaro

Director
New Jersey Division of Revenue

FORM-BRC
(04-08); D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

EDEN Engineering

NJ BUSINESS REGISTRATION

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

EDEN ENGINEERING LLC

TRADE NAME:

ADDRESS:

14 QUAKER DRIVE
EAST BRUNSWICK NJ 08816-3240

SEQUENCE NUMBER:

1441306

EFFECTIVE DATE:

10/06/08

ISSUANCE DATE:

10/06/08

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

section ii.
employee information report certificate

SETTEMBRINO ARCHITECTS

section iii.
certificate of insurance

section iv.
license | qualifications

GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Kevin Settembrino

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

LEED AP™

Chairman

March 30, 2009
Date Issued

Peter Templeton, President

Printed on 50% bamboo fibers / 50% post-consumer fibers with vegetable based inks.

Letter of Transmittal

NETTAARCHITECTS

1084 Route 22 West
Mountainside, NJ 07092

Phone: 973 379-0006 Fax: 973 379-1061

Transmittal No: 5610

Date: 3/20/2020

Attention: Township of West Orange
Mr. Leonard R. Lepore
Municipal Engineer
Director of Public Works
Township of West Orange

Netta Project No:

Job No: Business Development / RFP

Project Address/Description:

Prepared by: NJN/mm

I acknowledge receipt of the following:

Sheets per set	No of Sets	Total Sheets	Description/Explanation of Item Delivered
	2		(2) Original Requests for Proposal for Architectural Design Services, New Roof for the West Orange Fire Headquarters including Fire Station No. 1, Fire Station No. , and the West Orange Municipal Building

Delivery method: Netta Arch	Current Contract Phase:
Delivery Co. Tracking No.:	

Received by:_____ Date:_____ Witness:_____

TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI
Mayor

Tel: (973) 325-4160
Fax: (973) 669-9588
Email: llepore@westorange.org

LEONARD R. LEPORE
Director/Municipal Engineer

January 30, 2020

Gary Musciano
Herbst Musciano
611 Main Street, 2nd Floor
Boonton, New Jersey 07005

RE: **REQUEST FOR PROPOSALS**
ARCHITECTURAL DESIGN SERVICES NEW ROOFS
WEST ORANGE FIRE HEADQUARTERS INCLUDING
FIRE STATION NO. 1, WEST ORANGE FIRE STATION NO. 2,
WEST ORANGE MUNICIPAL BUILDING

Dear Mr. Musciano:

The Township of West Orange requests proposals from professional firms capable of providing architectural design services for new roofs at the West Orange Fire Headquarters which includes Fire Station No. 1 at 415 Valley Road, West Orange Fire Station No. 2 at 84 Washington Street, and the West Orange Municipal Building, 66 Main Street. Attached please find a brief outline of the required minimum improvements at each location. Your proposal shall include professional services to prepare design plans, specifications and bid documents; construction cost estimates; bidding period services including bid analysis; construction inspection; contract management and administration. The latter shall include approval of shop drawings and equipment details where specified, payment review and payment approval. It shall also include periodic inspections and attendance at project meetings.

The roof improvements for Fire Headquarters including Fire Station No. 1 and Fire Station No. 2 were developed from a facility needs assessment of the Fire Stations performed in 2015 by the architectural firm of Parette-Somjen of Rockaway, New Jersey. Excerpts of those reports as they relate to the roof area at both Fire Headquarters, Fire Station No, 1 and Fire Station No. 2 are attached. No such assessment was performed for the Municipal Building.

An Asbestos Management plan was developed for Fire Headquarters, Fire Station No. 1 and Fire Station No. 2. However roof materials were not sampled. No plan exists for the Municipal Building. Consequently, your proposal shall sampling of roof materials for asbestos at all three locations. If asbestos is present in the existing roof materials, its removal and disposal in accordance with industry and NJDEP standards shall be incorporated into the specifications and bid documents.

The proposal is due by 3:30 P.M., Thursday, February 20, 2020 and they shall be submitted to Leonard R. Lepore, P.E. Municipal Engineer, Director of Public Works, 25 Lakeside Avenue, West Orange, New Jersey 07052. The fee for both the design and bid phase, including construction costs estimates

and the construction inspection management and administration phase shall be a not to exceed lump sum price. The former shall also include 20 sets of plans and specifications and bid documents.

To arrange to inspect each facility please contact Assistant Director Nick Salese at nsalese@westorange.org or on his cell (973) 725-7456 or DPW Supervisor Lou Reynolds at lreynolds@westorange.org or (973) 725-8774.

Very truly yours,

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp

enc.

cc: John K. Sayers
John Gross
Fire Chief Anthony Vecchio
Nick Salese
Lou Reynolds

file: request for proposals architectural design services new roofs fire stations and municipal bldg

IMPROVEMENTS AND RENOVATIONS TO

FIRE HEADQUARTERS INCLUDING FIRE STATION NO. 1
FIRE STATION NO. 2
MUNICIPAL BUILDING
DESIGN, SPECIFICATIONS, BID DOCUMENTS
BID ANALYSIS
CONSTRUCTION INSPECTION
CONSTRUCTION MANAGEMENT ADMINISTRATION

FIRE HEADQUARTERS AND FIRE STATION NO. 1
415 VALLEY ROAD

1. **BUILDING EXTERIOR**
   - A. All three sections, Fire Administration (Headquarters) Vehicle Storage Bays, Fire Operations (Station No. 1)

   1. **NEW ROOF**
      - A. Replace all rooftop exhaust fans
      - B. Add barrier rail protection for kitchen exhaust fan
      - C. Upgrade and secure lightning protection on all three building sections
      - D. Add new exhaust fan for apparatus storage area including heated make up air unit
      - E. Remove extraneous equipment and wiring

FIRE STATION NO. 2
84 WASHINGTON STREET

1. **BUILDING EXTERIOR**
   - A. Both building sections, apparatus bay and operations area

   1. **NEW ROOF**
      - A. Direct HVAC condensate drains to roof drains
      - B. Remove abandoned equipment curbs
      - C. Replace access hatch and door

MUNICIPAL BUILDING
66 MAIN STREET

1. **BUILDING EXTERIOR**
   - A. Entire building

   1. **NEW ROOF**
      - A. Remove cooling tower and piping
      - B. Remove abandoned HVAC units
      - C. Remove extraneous equipment, materials, wiring and conduit

2600-20

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-19, THROUGH STREETS AND 7-21 MULTIWAY STOP INTERSECTION OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, that the two (2) intersections of Walker Road and Burnett Terrace shall be designated as Multiway Stop Intersections pursuant to N.J.S.A. 39:4-8(b) under the Municipal Engineer's Certification and License Number GE026706 as follows:

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to designate the two intersections of Walker Road and Burnett Terrace as Multiway Stop Intersections pursuant to N.J.S.A.39:4-8(b).

Section 2. The Municipal Engineer of the Township of West Orange has submitted and certified all the legislative requirements pursuant to N.J.S.A. 39:4-8(b) and the criteria as set forth by the New Jersey Department of Transportation, Bureau of Traffic Engineering and Investigations has been met.

Section 3. Subsection 7-19, Through Streets, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39: 4-140 (*italic type denotes deletion*, **bold type denotes addition)**:

Name of Street		Limits:
Walker Road	*c.*	*The easterly intersection of Burnett Terrace-Walker Road and Walker Road is designated as a Stop Intersection with a Stop sign installed on the northerly approach of Walker Road facing northbound traffic*
	d.	*The easterly intersection with Burnett Terrace and Northfield Avenue*
Walker Road	**c.**	**The easterly intersection with Burnett Terrace and the westerly intersection with Burnett Terrace**

d. The westerly intersection with Burnett Terrace and Northfield Avenue

Section 4. Subsection 7-21, Multi-Way Stops, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39:4-140 (*italic type denotes deletion,* **bold type denotes addition)**:

Intersections	Stop Signs On:
Burnett Terrace and Walker Road easterly intersection	**All intersecting streets**
Burnett Terrace and Walker Road westerly intersections	**All intersecting streets**

Section 5. If any provisions of the Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

Section 6. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 7. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the penalty of not more that fifty dollars ($50.00) or imprisonment for a term not to exceed fifteen (15) days or both, as per W.O.R.G.O. Chapter 7-4.2

_____

Michelle Casalino
Council President

_____

Karen J. Carnevale. R.M.C.
Municipal Clerk

_____

Robert D. Parisi, Mayor

Introduced: March 3, 2020

Adopted: March 24, 2020

Legislative History

The Ordinance, which amends the Traffic Regulations of the Township, designates the two (2) intersections of Walker Road and Burnett Terrace as Multi Way Stops intersections with Stop signs on all intersecting streets. Due to the volume of traffic through these intersections, turning movements at each intersection and limited sight distance at the easterly intersection, the Township's Engineering Division determined that traffic needed to be regulated on all approaches to these intersections for the safe movement of traffic through them. Currently the intersections are regulated by Stop Signs but they are not Multi Way Stops Intersections.

February 21, 2020

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **AMENDMENT TO CHAPTER 7, TRAFFIC**
MULTI WAY STOPS INTERSECTIONS

Mayor Parisi, Council President Casalino and Council Members:

The attached Ordinance will designate the two (2) intersections of Burnett Terrace and Walker Road Multi Way Stops Intersections with Stop Signs on all approaches. I certify that this regulation is approved by me after investigation of the circumstances, and that it appears to be in the interest of safety and the expeditious movement of pedestrians and traffic. Based on this, I request this approval of these Multi Way Stop Intersections pursuant to N.J.S.A. 39:4-8(b). Due to the volume of traffic through these intersections, turning movements at each intersection and limited sight distance at the easterly intersection, the Township's Engineering Division determined that traffic needed to be regulated on all approaches to these intersections for the safe movement of traffic through them. Currently the intersections are regulated by Stop Signs but they are not Multi Way Stops Intersections.

I performed my investigation of this intersection by field inspection, manual traffic counts and accident investigations, and based on these findings I recommend these intersections be designated Multi Way Stops Intersections with Stop Signs on all approaches.

If you have any questions on this regulation, please call me.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp
enc.
cc: John K. Sayers
Richard D. Trenk
Police Chief James Abbott

2601-20

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-29.1, SPEED LIMITS IN GENERAL,
OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-29.1, Speed Limits in General, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion,* **bold type denotes addition):**

Name of Street	Direction	Speed Limit	Location
Walker Road	**Northbound**	**25 MPH**	**25 MPH Statutory Speed Limit from Gregory Avenue to the westerly intersection with Lowell Avenue except for a school speed limit of 15 MPH while children are going to and from school during opening and closing hours.**

Section 2. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

_____
Karen J. Carnevale, R.M.C.
Municipal Clerk

_____
Robert D. Parisi, Mayor

_____
Michelle Casalino, Council President

Introduced: March 3, 2020

Adopted: March 24, 2020

LEGISLATIVE HISTORY

This Ordinance establishes a School Speed Limit of 15 MPH on Walker Road between Gregory Avenue and adjacent to the Gregory Elementary School. This School Speed Limit will be effective while children are going to and from school during opening and closing hours. The Speed Limit at other times is established by State Statute and it is 25 MPH. The lower speed limit is necessary due to the School Crossing at Walker Road and its easterly intersection with Lowell Avenue.